

**INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET**

*Form Approved
OMB No. 9000-0002
Expires Oct 31, 2004*

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.

| | | |
|-------------------------------|---|----------------------------------|
| 1. SOLICITATION NUMBER | 2. (X one) | 3. DATE/TIME RESPONSE DUE |
| | <input type="checkbox"/> a. INVITATION FOR BID (IFB) | |
| | <input type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP) | |
| | <input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ) | |

INSTRUCTIONS

NOTE: The provision entitled "Required Central Contractor Registration" applies to most solicitations.

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.
4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawals of Bids" or "Instructions to Offerors - Competitive Acquisition".

| | |
|--|--|
| 4. ISSUING OFFICE <i>(Complete mailing address, including ZIP Code)</i> | 5. ITEMS TO BE PURCHASED <i>(Brief description)</i> |
|--|--|

6. PROCUREMENT INFORMATION *(X and complete as applicable)*

| |
|--|
| <input type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED |
| <input type="checkbox"/> b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____ |
| <input type="checkbox"/> c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____ |
| <input type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT. |

7. ADDITIONAL INFORMATION

8. POINT OF CONTACT FOR INFORMATION

| | | |
|---|--------------------------|---|
| a. NAME <i>(Last, First, Middle Initial)</i> | | b. ADDRESS <i>(Include Zip Code)</i> |
| c. TELEPHONE NUMBER <i>(Include Area Code and Extension)</i> | d. E-MAIL ADDRESS | |

9. REASONS FOR NO RESPONSE *(X all that apply)*

| | |
|---|---|
| <input type="checkbox"/> a. CANNOT COMPLY WITH SPECIFICATIONS | <input type="checkbox"/> d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED |
| <input type="checkbox"/> b. UNABLE TO IDENTIFY THE ITEM(S) | |
| <input type="checkbox"/> c. CANNOT MEET DELIVERY REQUIREMENT | |
| <input type="checkbox"/> e. OTHER <i>(Specify)</i> | |

10. MAILING LIST INFORMATION *(X one)*

| | | | |
|---|--|---|---|
| WE <input type="checkbox"/> DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED. | | | |
| 11a. COMPANY NAME | | b. ADDRESS <i>(Include Zip Code)</i> | |
| c. ACTION OFFICER | | | |
| (1) TYPED OR PRINTED NAME <i>(Last, First, Middle Initial)</i> | | (2) TITLE | |
| (3) SIGNATURE | | | (4) DATE SIGNED <i>(YYYYMMDD)</i> |

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

| | |
|---------------------|------------|
| SOLICITATION NUMBER | |
| DATE (YYYYMMDD) | LOCAL TIME |

| | | | | | | | | | |
|--|-----|---|--|---|---|--|--|---|-------|
| SOLICITATION, OFFER AND AWARD | | | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) | | RATING | | PAGE OF PAGES 1/ 108 | |
| 2. CONTRACT NO. | | 3. SOLICITATION NO. SP4420-06-R-0002 | | 4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP) | | 5. DATE ISSUED 24 April 2006 | | 6. REQUISITION/PURCHASE NO. N/A | |
| 7. ISSUED BY Defense Reutilization & Marketing Service International, Attn: DRMS-PHO/ Mark Anthony Augusta Str. 6 65189 Wiesbaden, Germany | | | | 8. ADDRESS OFFER TO (If other than item 7) DRMS-PHO 2027 Postfach 65010 Wiesbaden, Germany POC: Mark Anthony DSN Fax : 338-7474 DSN Tel: 338-7763 Com. Tel: 49-611-380-7763 | | | | | |
| NOTE: In sealed bid solicitation "offer" and "offeror" mean "bid" and "Bidder". | | | | | | | | | |
| SOLICITATION | | | | | | | | | |
| 9. Sealed offers in original and 1 (ONE) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in AMERICAN ARMS OFFICE TOWER, Room 2-J-8 until 4:00 PM local 26 May 2006 (hour) (date) CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L. Provision No. 52.215-10. All offers are subject to all terms and conditions contained in this solicitation. | | | | | | | | | |
| 10. FOR INFORMATION CALL: | | A. NAME Mark Anthony, Contract Specialist | | | B. TELEPHONE NO. (Include Area Code) (NO COLLECT CALLS) Phone: 49-611-380-7763; Fax 49-611-380-7474 | | | | |
| 11. TABLE OF CONTENTS | | | | | | | | | |
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| OFFER (Must be fully completed by offeror) | | | | | | | | | |
| NOTE: ITEM 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period. | | | | | | | | | |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offer) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. | | | | | | | | | |
| 13. DISCOUNT FOR PROMPT PAYMENT (See section I, Clause No 52.232-8) | | | | 10 CALENDAR DAYS % | 20 CALENDAR DAYS % | 30 CALENDAR DAYS % | CALENDAR DAYS % | | |
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation for offerors and related documents numbered and dated. | | | | AMENDMENT NO. | | DATE | | AMENDMENT NO. | |
| | | | | | | | | | |
| | | | | | | | | | |
| 15A. NAME AND ADDRESS OF OFFEROR | | CAGE CODE | | DUNNS # | | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) | | | |
| 15B. TELEPHONE NO. (Include area code) | | 15C. CHECK IF REMITTANCE ADDRESS [] IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE | | | | 17. SIGNATURE | | 18. OFFER DATE | |
| AWARD (To be completed by Government) | | | | | | | | | |
| 19. ACCEPTED AS TO ITEM NUMBERED | | 20. AMOUNT (EST) | | 21. ACCOUNTING AND APPROPRIATION TO BE SHOWN ON EACH ORDER ISSUED UNDER THIS CONTRACT. | | | | | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)() | | | | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN ▷ (4 copies unless otherwise specified) | | | | ITEM SEE G-2.1 | |
| 24. ADMINISTRATION BY (If other than Item 7) CODE | | | | 25. PAYMENT WILL BE MADE BY CODE | | | | | |
| 26. NAME OF CONTRACTING OFFICER (Type of print) Daniel H. Shearer | | | | 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) | | | | 28. AWARD DATE | |
| IMPORTANT - Award will be made on this form, or on the Standard Form 26, or by other authorized official written notice. | | | | | | | | | |

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 STATEMENT OF SERVICES

DRMS-E(SEP 2005)

(a) The primary NON-PERSONAL services to be rendered hereunder shall consist of inspecting, identifying, packaging, labeling, loading, removal, transportation, recycling/disposal and repackaging (if necessary) of hazardous waste and other waste regulated for collection (scrap), transportation or disposal for locations in **Bosnia-Herzegovina, Kosovo, Croatia, Slovenia, Macedonia, Albania, Hungary and may include the countries of Bulgaria, Poland, Romania.**

(b) Note: regulated waste or "scrap" referred to in this solicitation means scrap that is generally considered to be regulated in most countries. In those areas where there is no formal government established, and hence no governing authority to establish regulated criteria for scrap, the same terms and conditions apply. The transportation and disposal/recycling of waste offered under this contract are to be performed in accordance with international regulations governing the transport handling, storage and disposal of waste.

(c) The contract is to be a firm fixed unit price, Indefinite Quantity type contract for a Base Period of eighteen (18) months, with two (2) eighteen (18) month Option Periods. The Government may opt to order Waste Management Services for any of the locations listed in the Balkan states. However, contractors must be aware that these services may not be ordered.

B-1.5 Multiple bid schedules are incorporated into this solicitation. Reference to specific CLINS prefixed with "N" apply to CLINS with the same number on both schedules.

B-2 INVOICES EXCLUSIVE OF TAXES OR DUTIES

DFARS 252.229-7000 (JUN 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

B-3 TAX RELIEF

DFARS 252.229-7001 (JUN 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

| NAME OF TAX: <i>(Offeror insert)</i> | RATE (PERCENTAGE): <i>(Offeror insert)</i> |
|--------------------------------------|--|
| VALUE ADDED TAX V.A.T | _____ % |

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or

B-4 COMPENSATION FOR SERVICES

(a) In consideration of the performance of his undertakings under this contract, the contractor shall be paid (except as otherwise stated in this contract) the prices shown in the following price schedules.

(b) All CLIN prices shall include the contractor's repackaging as required by Treatment, Storage, Disposal and Recycling Facilities (TSDRFs), coordination and scheduling with TSDRFs. (If items must be repackaged for proper shipment, the contractor shall perform such repackaging and furnish all required materials without additional cost to the US Government.) These CLIN prices shall also include all administrative work to include coordination of appointments with transporters and storage/disposal/recycling facilities, providing, completing the manifests, to include entering the appropriate classification of the waste for transportation, obtaining the signatures from the generator and all invoicing requirements.

B.5 CONTRACT MINIMUM/MAXIMUM

DRMS 52.217-9R08 (Jul 2001)

(a) This is a firm-fixed price indefinite quantity contract. The minimum for the base period and each of the priced options shall be 10% of the estimated value of the period. The maximum for the base and each of the price options shall be 200% of the estimated value of the period.

(b) Clause I-49 allows the Government to unilaterally extend the contract for up to six (6) months at the end of either the base or any option period. The monthly minimum guarantee under the extension shall be €2,000.00. The maximum for each month shall be €300,000.00.

SECTION C

STATEMENT OF WORK

C-1 GENERAL

DRMS-E (SEP 2005)

C-1.1 This contract covers non-personal services for inspection, packaging/repackaging, loading, unloading, containerization, removal, transportation, storage, recycling, reuse, recovery, treatment, and disposal of hazardous and regulated substances from US installations in the Balkan states of Bosnia-Herzegovina, Kosovo, Croatia, Slovenia, Macedonia, Albania, Hungary and may also include the countries of Romania, Poland and Bulgaria. Additional services include the transportation of hazardous materials (HM) and compressed gas cylinders; expedited removal; Waste Management Services; lab analysis, preparation of DD Form 1348-1, sampling & analysis for each waste stream and reports and forms, and, labels and repackaging services. Infectious, controlled, and radioactive wastes, or mixtures of such wastes with hazardous waste, shall **not** be included under this contract. Waste disposed of under this contract may possibly be contaminated with one or more substances not specifically identified.

C-1.2 The contractor shall furnish all labor, supervision, supplies, materials, services, equipment (to include but not limited to the following: suction trucks, pumping equipment, container trucks, portable scales for weighing drums and bulk containers, sampling equipment and cleaning equipment, incidental spill cleanup supplies, forklifts and waste collection containers) transportation, permits and authorizations to accomplish the work in a timely and efficient manner. The US Government shall not furnish any personnel or equipment to assist the contractor in the performance of the contract. The Contractor understands that any other offers of assistance or use of Government equipment made by US Government personnel other than the Contracting Officer are unauthorized and the contractor shall not accept any such offers.

C-1.3 The removal, transportation, storage, treatment and disposal of wastes offered under this contract are to be performed in accordance with the host nation, European Union (EU) and international environmental, safety and health laws and regulations; international agreements governing the transportation of dangerous goods; and in conformance with industry standards that minimize risks to human health and the environment. These standards apply not only to the country in which the waste is generated, treated and disposed, but also any transit countries through which the waste is transported.

C-2 DEFINITIONS

DRMS-E (SEP 2005)

C-2.1 Biodegradation: Process by which wastes are effectively degraded by microbial action. The concentrations in a representative compound, or indicator parameter, must be substantially reduced in concentration so as to eliminate the hazardous properties of the wastes.

C-2.2 Contracting Officer (CO): A Contracting Officer is a person duly appointed with the authority to enter into, change, and administer contracts on behalf of the US Government.

C-2.3 Contracting Officer's Representative (COR): A Contracting Officer may designate in writing individuals, in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation

Supplement (DFARS), as CORs to perform specific technical or administrative functions. The CORs shall be the contractor's day-to-day primary points of contact for the duration of this contract.

C-2.4 Controlled Substances: Narcotics, depressants, stimulants, hallucinogens, or pharmaceuticals regulated under U.S. law or controlled by international treaty, convention, or protocol.

C-2.5 Corrosives: Wastes with a pH of less than or equal to 2 or greater than or equal to 12.5.

C-2.6 Delivery Order: A document placing an order against the contract obligating funds and authorizing work to be performed, signed by an authorized Government official. For purposes of this contract a Delivery Order is synonymous with a task order.

C-2.7 Disposal: The discharge, deposit, injection, dumping, spilling, leaking, or placing of any waste into, or on, land or water. Proper disposal effectively mitigates hazards to human health and the environment.

C-2.8 Environmental Management Office (EMO): The office responsible for all Environmental programs and activities on an U.S. military installation.

C-2.9 Hazardous Materials (HM): Any material that is capable of posing an unreasonable risk to health, safety and property that is regulated in accordance with host nation or international environmental regulations or EU Directives.

C-2.10 Hazardous/Special Waste (HW): Wastes which meet one or more hazardous characteristic, such as ignitable, corrosive, reactive, toxic, or are defined as special or hazardous waste in accordance with host nation or international environmental regulations or EU Directives.

C-2.11 Hazardous Waste Accumulation Point (HWAP): Areas at or near the point of hazardous waste generation where the waste is temporarily stored until removed to a Hazardous Waste Storage Area or shipped for disposal.

C-2.12 Hazardous Waste Storage Area (HWSA): Location where hazardous waste is stored after generation at a HWAP (Hazardous Waste Accumulation Point). Hazardous waste is stored at a HWSA prior to shipment to a TSDR (Treatment Storage Disposal Recycling) facility.

C-2.13 International Maritime Dangerous Goods Code: International regulations for the shipment of dangerous goods by sea.

C-2.14 Incinerator: A device used to thermally destroy a waste.

C-2.15 Manifest: A shipping paper used to control and track the movement of hazardous waste.

C-2.16 Medical waste: Non-infectious, non-controlled, non-radioactive waste generated by medical, dental, and veterinary treatment facilities that is a hazardous or regulated waste.

C-2.17 On-Site Technician: (OST) The contractor's authorized representative performing work at the installation under a contract.

C-2.18 Reactive wastes: Reactive wastes are compounds or mixtures that are unstable, react with water, contain cyanide, bear sulfide or are capable of generating toxic gases when exposed to acidic or basic compounds; or are readily capable of detonation, explosive decomposition or reaction at standard temperature and pressure.

C-2.19 Recovery (organics): Treatment using one or more of the following technologies: distillation; thin film evaporation; steam stripping; carbon adsorption; critical fluid extraction; liquid-liquid extraction; precipitation / crystallization or chemical phase separation techniques, such as decantation, filtration and centrifugation when used in conjunction with one of the above techniques.

C-2.20 Recovery (metal wastes): Treatment using one or more of the following technologies: thermal processing; precipitation; exchange; carbon adsorption, or other techniques that yield non-hazardous levels of heavy metals in the residuals.

C-2.21 Recycling: Beneficial use, reuse, recovery, or reclamation as defined by host nation regulations.

C-2.22 Shipping papers: Transport documents used to track the shipment of hazardous wastes and materials.

C-2.23 Stabilization or Fixation: Treatment that uses oxidation, reduction, or other means to render the hazardous constituents immobile to prevent their release into the environment.

C-2.24 Task Order: See definition of Delivery Order

C-2.25 Treatment: Process that effectively eliminates the hazardous property or characteristic of a waste or eliminates the potential for the hazardous constituents to be released into the environment.

C-2.26 Used Oil Fuel: Used oil that is burned for energy recovery. Used oil fuel includes any fuel or waste petroleum, oil, or lubricant (POL) product.

C-2.27 Waste Oil. All used fluids or semi-fluid substances that consist partly or entirely of mineral oil or synthetic oil, including oil-containing residues from containers, emulsions and water-oil mixtures. Waste oil also may also include impurities or additives such as PCBs, solvents, and turpentine.

C-3 ACRONYMS

DRMS-E (SEP 2005)

ADR - European Agreement Concerning the International Carriage of Dangerous Goods by Road

CLIN - Contract Line Item Number

CO - Contracting Officer

COR – Contracting Officer's Representative

COTR – Contracting Officers Technical Representative

DG – Dangerous Goods

DLA – Defense Logistics Agency

DO – Delivery Order (synonymous with Task Order)

DoD – Department of Defense

DoT – Department of Transportation

DRMO – Defense Reutilization and Marketing Office
 DRMS-FSTE– Defense Reutilization and Marketing Service - Forward Support Team Europe (Wiesbaden, GE)
 DRMS-PHO – Defense Reutilization and Marketing Service Contracting Office
 DTID – Defense Turn-In Document
 EA – Each
 EMO – Environmental Management Office
 EU – European Union
 EVN – Entsorgungsnachweis
 EWC – European Waste Code
 GSU – Geographically Separated Units
 HG – Hazardous Goods
 HM – Hazardous Material
 HP – Hazardous Property
 HW – Hazardous Waste
 HWAP – Hazardous Waste Accumulation Point
 HWSA – Hazardous Waste Storage Area
 HWPS - Hazardous Waste Profile Sheet
 IAW – In Accordance With
 IBC – International Bulk Container
 IEC – Installation Environmental Coordinator
 IMDG– International Maritime Dangerous Goods Code
 JB – Job
 KG – Kilogram
 L/I – Line Item
 MO – Month
 MSDS – Material Safety Document Sheet
 NAVEUR – Navy Europe
 OCONUS – Outside the Continental United States
 ODS – Ozone Depleting Substance
 OSH – Occupational Safety and Health
 OST – On-Site Technician
 P/U – Pick Up
 PCB/PCT – Polychlorinated Biphenyl/Polychlorinated Triphenyl
 POL - Petroleum, Oil or Lubricating Product
 PPM – Parts per Million
 RID - European Agreement Concerning the International Carriage of Dangerous Goods by Rail
 SOW – Statement of Work
 TO – Task Order (Synonymous with Delivery Order)
 TSDR – Treatment, Storage, Disposal or Recycling Facility
 U/M - Unit of Measure
 UN – United Nations
 USAFE – US Air Force Europe
 USAREUR – US Army Europe
 USEPA – United States Environmental Protection Agency
 WMS – Waste Management Services

C-4 CONTRACTOR PERSONNEL

DRMS-E (SEP 2005)

C-4.1 The contractor shall insert in Section G-4, the names and telephone numbers of the contract manager, the alternate contract manager and the on-site technical representative (OST).

C-4.2 The contract manager and his alternate shall have full authority to act for the contractor on all contract matters relating to the operation of this contract, i.e., all contract arrangements and required coordination. The contractor agrees that notice by the US Government to the designated contract manager or alternate contract manager shall constitute notice to the contractor and agrees to be bound by any commitments or representations made by the employees so designated.

C-4.3 Contract personnel shall present a neat appearance and be easily recognized as contractor's employees. This may be accomplished by wearing distinctive clothing bearing the name of the company or by wearing appropriate badges that display the company's name or the employee's name. Contractor and sub-contractor personnel must have the ability to communicate (i.e. cellular telephones) with the DRMS-FST CORs and the Contract Manager when they are on-site or transporting hazardous waste.

C-4.4 The contract manager, alternate contract manager, and the OST must be able to read, write, speak, and understand English proficiently. All correspondence related to this contract shall be in the English language. They must be able to actively participate in English conversations concerning technical issues associated with this contract.

C-4.5 The contractor shall ensure that all operations conducted under this contract are supervised by individuals that have been appropriately trained in the technical aspect of hazardous substances management. Contractor personnel shall also have a basic knowledge in chemistry, capable of resolving questions/inquiries concerning technical aspects of the work involved. Examples of such work include but are not limited to proper labeling, classification of waste, completion of required documentation (including manifests), preparation of packaging, sampling, and inspection of wastes designated for transport. If the contractor tasks someone other than the Contract Manager, Alternate Contract Manager or the OST with these duties, they must be qualified and able to fluently communicate in English.

C-5 PERMITS AND RESPONSIBILITIES

DRMS-E (MAR 2006)

C-5.1 The contractor shall, without additional expense to the US Government, be responsible for obtaining any necessary licenses, permits, notifications, and customs documentation, complying with any customs procedures and for complying with any laws, codes and regulations in connection with the execution of the work. The contractor shall be responsible for all damages to persons or property that occurs as a result of his fault or negligence. The requirements in this statement of work are not intended to contradict existing host country laws, regulations, decrees and orders or subsequent binding instructions from competent authorities. If the contractor is aware of such a contradiction, the contractor is responsible for identifying it to the Contracting Officer. The Contracting Officer will determine if a waiver is required. The contractor shall not commence performance under a waiver request until the Contracting Office has granted written approval of the waiver.

C-5.2 The contractor shall use only TSDR (Treatment, Storage, Disposal, and Recycling) facilities approved for this contract. The contractor shall provide to the Government updated facility or permit information upon expiration of any permit.

C-5.3 The contractor may propose the use of additional TSDR facilities. The Contractor shall provide a completed facility profile sheet (attachment 4a) when proposing the use of any TSDR facilities on this contract and shall provide the following supporting documents (English translation and in the native language) for each facility:

- a. A copy of the operating permit cover letter which identifies the approving authority, the date the permit was granted and the date of expiration
- b. A listing of all the EWC's and the treatment process codes that the facility is authorized to receive and treat
- c. A copy of the current facility financial assurance documents (environmental liability insurance.)

The U.S. Government is under no obligation to approve the use of such facilities and will not allow additional costs to the Government resulting from any approval granted. See clause H.3 for required TSDR approval.

C-5.4 The contractor shall prepare, complete and return signed copies of shipping manifests as required by the host nation and shall have an effective system for tracking the movement of hazardous waste to its ultimate destination. At the time of removal the contractor/COR shall include the contract number, delivery order number and line items removed. A **copy** of the completed manifest shall be submitted with the contractor's payment documentation submitted in accordance with G.2.1.1.1 of the contract. In addition to the normal distribution of manifest copies, the original copy of the completed manifest shall be forwarded to the COR within 15 calendar days of receipt of waste at the disposal facility. The DRMO COR shall distribute the copy to the appropriate generator(s).

C-5.5 The Hazardous Waste COR will be identified as they are assigned to the contractor.

C-5.6 The Contractor may be required to attend any special required training, seminar, instruction, class, etc. provided by the Government or to provide information to perform work or gain access to the installation. Example: pass and ID requirements, antiterrorist training, Environmental Management System (EMS) policies and fork lift training.

C-6 WASTE CONTAINERS

DRMS-E (SEP 2005)

C-6.1 Contractor shall provided containers for the collection and/or transportation of waste and they must be UN approved, clean, free of residue and graffiti, and only labeled with markings that identify the current waste. The containers must have a current inspection/certification and be capable of being operated as intended (i.e. lids must close tightly and prevent the intrusion of rainwater, safety hooks to hold lids open must be in place and operational, containers must be able to be locked, etc.). The containers must be weighed each time before they are placed into service. Containers must be weighed at the placement site using the contractor's scales. The container must be labeled with the date weighed as well as the actual weight. Containers of a 1.1.cm size or smaller must be weighed at the location they will be placed.

C-6.1.1 All contractor provided containers must be labeled by the contractor. The labels must be resistant to fading from moisture and sunlight and must be replaced when a minimum of five per cent (5%) of the label area becomes defaced or faded. All containers of hazardous waste must be labeled in English with the following words 'hazardous waste', any hazard warnings; the internationally recognized name of the substance; the European Waste Code (which will be provided by the Installation Environmental Management Office [EMO]); the ADR UN number and hazard class number; the name address and telephone number of the DRMS contractor; the generator identification (ID) number; the EMO point of contact; the name, address and telephone number of the generator (BSB); the fire and emergency services telephone numbers for the installation; all R & S phrases that are applicable to each waste stream and the CLIN number. There shall be no other labels, signs or symbols incorporated onto the hazardous waste label. See Attachment 10.

C.6.1.2 The hazard symbol and accompanying hazard definition shall be in the appropriate color, a separate label apart from the hazardous waste label, and it shall be placed on the container immediately adjacent to the hazardous waste label. The hazard symbol label shall meet the following size requirements:

| Container Volume (liters) | Required Label Size (mm) |
|---------------------------|--------------------------|
| < 3 | 52 x 74 |
| 3–50 | 74 x 105 |
| 51-500 | 105 x 148 |
| > 500 | 148 x 210 |

C-6.1.3 Prior to use as a transporting container, the appropriate hazard class label shall also be affixed to the container IAW ADR. The contractor shall remove all US markings and labels prior to any re-use of the containers.

C-6.1.4 The contractor shall be required to provide all the containers at locations listed in F-6, Place of Performance, and identified as "contractor provided containers". The quantity and type of containers represents the US Government's minimum requirements. The contractor shall insure that sufficient quantity and type of containers are maintained for proper execution of the contract.

C-6.1.5 The contractor can propose alternate types or quantities of containers after contract award and throughout the life of the contract. The contractor cannot change the number, type or location of containers without first obtaining concurrence from the COR or Contracting Officer.

C-6.2 Government Owned Containers shall not be reused by the contractor until all markings indicating US Government ownership have been removed. If compressed gas cylinders are not destroyed in the treatment process, they must be rendered to scrap and unable to hold a positive pressure. The Contractor is required to have all the proper attachments and tools necessary for removing/pumping wastes from tanks, pods, and drums (60 liter and larger).

C-7 WASTE IDENTIFICATION, WEIGHING OF WASTE AND WASTE ANALYSIS

DRMS-E (SEP 2005)

C-7.1 Waste Identification - The contractor or sub-contractors may be called upon to provide guidance and assistance to the generator and/or the COR for the identification of waste in accordance with aforementioned countries and/or EU laws. The final decision on waste classification resides with the generator; however the contractor can challenge a waste description through the COR. The contractor shall provide proof (lab analysis, etc.) when challenging a DOD waste identification.

C-7.2 Weighing of wastes

C-7.2.1 Verification of delivery order weights is required. The contractor shall weigh the wastes in the presence of the COR prior to departure from the installation. The contractor shall use contractor-provided portable scales. The annual calibration certificate must be available for COR inspection when portable scales are used. Should contractor scales not be available and the container to be weighed is too large for a portable scale, then public scales can be used at no additional cost to the US Government. In this case, the contractor shall provide weight tickets to the COR within 2 work days of removal.

C-7.2.2 The weight of waste shall not include weight of pallets, boxes, strapping, etc., unless this is an integral part of the packaging, will not be removed by the contractor prior to disposal, and is required by regulation, such as ADR, IMDG, or EU law. Containers and pallets that are to be destroyed or disposed along with the wastes/materials that they contain shall be included in the net weight. Containers and pallets that are being used at the convenience of the contractor, but are not disposed of with the waste, shall not be included in the net weight.

C-7.2.3 Waste repackaging and loading are to be conducted in a safe and environmentally sound manner. Any garbage or trash resulting from consolidation of waste must be disposed of by the contractor off the installation and at no additional cost to the US Government.

C-7.3 Waste Analysis

C-7.3.1 Only laboratories having proper laboratory certification and approval for use from the Contracting Office shall be used to perform waste analysis under this contract. The contractor shall provide documentation that each laboratory proposed to be used under this contract is certified to perform waste analysis in accordance with USEPA or equivalent international methods.

C-8 PUMPING OF LIQUIDS

DRMS-E (SEP 2005)

Bulk liquid items collected in government owned tanks or drums (≥ 206 liters) may be pumped to obtain a more economical removal. The liquid shall be pumped to a depth of 5 cm residue remaining in the container. The contractor will not be required to clean the container. The items that can be pumped or require pumping are listed in the bid schedule. This list is not all-inclusive and may be increased or decreased over the life of the contract at no additional cost to the US Government.

C-9 TREATMENT AND DISPOSAL RESTRICTIONS

DRMS-E (SEP 2005)

C-9.1 The contractor shall properly treat hazardous wastes and materials in a manner that effectively mitigates hazards to human health and the environment.

C-9.2 The contractor shall ensure that used oil, hazardous waste, or oil product contaminated with any hazardous waste shall not be used for dust suppression or road treatment.

C-9.3 The contractor shall NOT treat waste on a military installation. Treatment includes, but is not limited to the dilution of waste to make it less harmless; chemically changing the pH and mechanically crushing/compacting waste, including metal or plastic containers. Bulking of waste (i.e. combining the same waste stream from several small containers into a larger container) is not considered treatment.

C-9.4 Land Disposal Requirements: Hazardous wastes will only be land disposed when there is a reasonable degree of certainty that there will be no migration of hazardous constituents from the disposal site for as long as the wastes remain hazardous. Hazardous waste may be land disposed only in facilities having the appropriate licenses from the authorities in the country in which they are located.

C-9.4.1 Hazardous waste may be land disposed only when it is chemically inactive, or inert and in solid form.

C-9.4.2 Hazardous waste will only be land filled in EU approved facilities meeting the criteria stated in their permit.

C-9.5 Treatment Technologies:

C-9.5.1 Organic waste shall be treated using one of the following: (1) Incineration in facilities licensed by the country in which they are located to accept the type of HW being offered for disposal. (2) Fuel substitution where the units are operated such that destruction of hazardous constituents are at least as efficient, and hazardous emissions are no greater than those produced by incineration. (3) Biodegradation. Wastes are degraded by microbial action. Such units will be operated under aerobic or anaerobic conditions so that the concentrations of a representative compound or indicator parameter (e.g., total organic carbon) have been substantially reduced in concentration. The level to which biodegradation must occur and the process time vary depending on the hazardous waste being biodegraded. (4) Wastes are treated to recover organic compounds. This will be done using, but not limited to, one or more of the following technologies: distillation; thin film evaporation; steam stripping; carbon adsorption; critical fluid extraction; liquid extraction; precipitation/crystallization or phase separation techniques, such as decantation, filtration and centrifugation when used in conjunction with one of the above techniques. (5) Chemical Degradation. The wastes are chemically degraded in such a manner so as to destroy hazardous constituents and control harmful emissions.

C-9.5.2 Heavy Metals shall be treated using one of the following: (1) Stabilization or Fixation where wastes are treated in such a way that soluble heavy metals are fixed by oxidation/reduction, or by some other means which renders the metals immobile in a landfill environment. (2) Recovery where wastes are treated

to recover the metal fraction by thermal processing, precipitation, exchange, carbon absorption, or other techniques that yield non-hazardous levels of heavy metals in the residuals.

C-9.5.3. Reactives shall be treated using a method that changes the chemical or physical composition of a material such that it no longer exhibits the characteristic for reactivity.

C-9.5.4 Corrosives. The contractor shall neutralize corrosive wastes to a pH value between 6.0 and 9.0. Other acceptable treatments include recovery, incineration, chemical or electrolytic oxidation, chemical reduction, or stabilization.

C-9.5.5. Batteries. Mercury, nickel-cadmium, lithium, and lead-acid batteries will be processed in accordance with paragraphs C-9.5.2 to stabilize, fix or recover heavy metals, as appropriate, and in accordance with paragraph C-9.5.4 to neutralize any corrosives before disposal.

C-9.5.6 Any PCB waste at concentrations greater than 50 ppm will be disposed of in a land-based, high temperature incinerator licensed by the Environment Agency for PCB disposal, or in a landfill licensed by the Environment Agency to receive PCB waste provided all the PCB articles are first drained of all free flowing liquids

C-9.6 Treatment of hazardous wastes that are categorized as hazardous, that no longer exhibit any hazardous characteristic may be disposed of as solid waste. Treatment residues of wastes that are categorized as hazardous waste on the basis of EWC will continue to be managed as hazardous waste, including for disposal.

C-9.7 Any commingling or consolidation of US Government waste with non-US Government waste by the contractor or third parties shall result in the indemnification of the US Government concerning any and all claims that result from such commingling or consolidation. Compensation to the contract shall be limited to the contract line item numbers ordered and removed as documented on the DD1155 prior to the commingling or consolidation.

C-10 STORAGE RESTRICTIONS

DRMS-E (SEP 2005)

C-10.1 The contractor shall properly store hazardous wastes and materials in a manner that effectively mitigates hazards to human health and the environment. Incompatible chemicals shall be segregated, all containers should be non-leaking, in good condition and labeled. Storage areas shall be properly labeled and have a containment system to prevent spills or leaks from reaching the environment.

C-10.2 Storage of waste cannot exceed the TSDR Facility's permit restrictions, but in all cases shall not exceed one year.

C-11 RECYCLING RESTRICTIONS

DRMS-E (SEP 2005)

C-11.1 The contractor shall properly recycle hazardous wastes and materials in a manner that effectively mitigates hazards to human health and the environment. Recycling, reuse, and reclamation are preferred over treatment and disposal and shall be performed whenever environmentally sound and economically feasible.

C-11.2. Dilution in the recycling process, to include blending down of hazardous waste contaminants, is prohibited. To the maximum extent possible, waste disposal should be minimized through recycling, reuse, and energy recovery. The US Government may withdraw any items on delivery order for use, reuse, or recycling.

C-11.3 Energy recovery facilities must meet applicable air quality standards. Used POL and fuels must have a PCB content of <50 ppm PCB to be recycled using energy recovery, in accordance with EU law.

C-11.4 If a waste designated for recycling does not meet required parameters, the contractor must notify the CO, in writing, of the rationale for waste rejection. If the Government concurs, the applicable disposal CLIN for the waste shall be assigned.

C-12 TRANSPORTATION

DRMS-E (SEP 2005)

C-12.1 The contractor shall transport waste in accordance with host nation and international regulations governing identification, packaging, labeling, and placarding of dangerous goods containers and vehicles for transportation. All hazardous property/dangerous goods (HP/DG) shall be transported in UN specification containers where required. The contractor is responsible for ensuring that all hazardous property leaving a U.S. facility is accompanied by a manifest to ensure a complete audit trail from point of origin to ultimate disposal. The contractor shall purchase and prepare all manifests for waste movement. The standards set forth in the ADR, International Maritime of Dangerous Goods (IMDG) Code, and Rail (RID) and other applicable regulations shall be utilized for all shipments.

C-12.2 The contractor's drivers must have the appropriate emergency action instructions and any other documentation as required by ADR, IMDG, EU and international transportation regulations. All vehicles shall be equipped with the appropriate emergency equipment, and spill materials, additionally the drivers shall have the proper training and instructions for transporting the chemicals and reporting spills.

C-12.3 The contractor shall comply with all laws and regulations associated with the transport of waste, materials, or containers outside the country of origin and in all transit countries. This includes, but is not limited to, any provisions governing the prior notification of competent authorities, transportation, temporary storage, identification, customs clearances, packaging, labeling, and disposal of hazardous waste and/or dangerous goods. To the extent that the 1989 Basel Convention on the Control of Transboundary Movements of Hazardous Waste and their Disposal or European Union notifications are applicable to movements of hazardous/special waste under this contract, the contractor or his subcontractors shall act as the "exporter" and "importer" of waste.

C-13 SAFETY REQUIREMENTS

DRMS-E (SEP 2005)

C-13.1 The contractor must perform all operations in a prudent, conscientious, safe, and professional manner. At a minimum, the contractor, to include personnel and equipment, shall comply with all applicable EU and international safety and health regulations and procedures, as well as installation regulations, rules and procedures.

C-13.2 The contractor shall ensure that all personnel involved in hazardous substances management are trained for the level of expertise required for proper work performance and for chemical compatibility, general first aid procedure, and spill response.

C-13.3 The contractor shall provide waste handling and personal protective equipment that is appropriate for the level of protection needed to ensure safe work conditions for duties associated with hazardous substances.

C-13.4 The contractor agrees that his personnel and equipment shall be subject to inspection while on US government controlled property.

C-13.5 The contractor shall conform to the safety and health requirements contained in this contract for all activities related to the accomplishment of work. The contractor shall ensure, prior to initiating any work under this contract, that all contractor personnel, including subcontractors, have read and understood all safety and health requirements.

C-13.6 The contractor shall take such additional immediate precautions as the CO or designated representative may reasonably require for safety and mishap prevention purposes. The CO/COR/COTR has the right to halt all work if it is not being conducted in a safe manner.

C-14 SPILL AND CONTINGENCY RESPONSIBILITIES

DRMS-E (SEP 2005)

C-14.1 The liability for spills or releases resulting from the performance of this contract rests solely with the contractor and its agent.

C-14.2 The contractor agrees to clean up spills and releases to the satisfaction of the COR and in compliance with all applicable laws and regulations. Contractor shall dispose of all spill residues and debris at no additional cost to the US Government.

C-14.3 The contractor shall maintain current spill response and contingency plans that adequately address hazards, meet regulatory requirements and are technically valid for all operations associated with the handling, loading, transportation, treatment and disposal of waste under this contract. This plan shall be used in conjunction with the Base Installation Spill Notification Procedures. The contractor shall have appropriate spill prevention and containment equipment readily available for all operations and facilities under this contract.

C-14.4 The contractor shall ensure that all personnel in hazardous substances management are trained for the level of expertise required for proper response.

C-15 SPILL NOTIFICATION REQUIREMENTS

DRMS-E (SEP 2005)

C-15.1 The contractor shall notify immediately the CO and the COR of any spills or releases resulting from the performance of this contract. A written report shall be provided to the CO no later than 24 hours after the spill or release. For spills or releases occurring on US Government controlled property, the contractor must

notify the Installation Environmental Office and follow Installation Spill Notification Procedures and provide a copy of the written spill report to the Installation Environmental Office.

C-15.2 At a minimum, the immediate notification to the Contracting Officer, COR, and Installation Environmental Office shall include: Item spilled; Quantity released; Type of area contaminated (e.g., cement, soil, floor, etc.); Exact date, time, and location of spill; Actions taken and the time/date performed; Anticipated cleanup and disposal procedures; Persons contacted and present at the time of the spill.

C-15.3 At a minimum, the written report to the Contracting Officer, COR, and Installation Environmental Office (only when the spill is on the installation) shall include: Cleanup and disposal procedures taken; outside assistance required (if any); personal injury involved; and the names and telephone numbers of all national, regional or local officials contacted

C-16 QUALITY CONTROL

DRMS-E (SEP 2005)

C-16.1 The contractor shall provide a Quality Control Plan 15 calendar days after contract award that insures that performance by the contractor's employees and all sub-contractors (including TSDRFs) is being performed in accordance with the requirements of the contract and EU environmental, transportation and health and safety regulations.

C-16.2 The plan shall include:

C-16.2.1 A description of the contractor's inspection system to cover all services in the contract. This shall include the areas to be inspected; the frequency of scheduled and unscheduled inspections and the title and organizational placement of the inspectors.

C-16.2.2 A description of the methods to be used for identifying and correcting defects in the quality of service provided.

C-16.2.3 A description of the records to be kept to document inspections and corrective actions taken.

C-16.2.4 The records of inspections shall be kept and made available to the contracting officer or his authorized representative, when requested, throughout the contract performance period and for the period of 2 years after contract completion.

C-17 QUALITY ASSURANCE

DRMS-E (SEP 2005)

Performance Evaluation Meetings. The contracting officer or his authorized representative may require the contract manager to meet with him or her and other government personnel as deemed necessary. The contractor may request a meeting with the contracting officer or his authorized representative when he or she believes such a meeting is necessary. These meetings shall not result in any additional cost to the US Government.

C-18 REQUIRED REPORTS

DRMS-E (SEP 2005)

C-18.1 SHIPPING PAPERS: For moving property under this contract, the contractor shall prepare and use the applicable IMDG, ADR and country of disposal waste manifest. At the time of removal, one copy of the completed manifest shall be given to the COR. If the waste is not transported directly to the disposal facility the contractor will provide the COR with a copy of the manifest that accompanies the waste from an interim storage facility or transfer station to the final disposal location. Additionally, any transportation and host nation manifesting requirements established by the IMDG; ADR, RID or the 1989 Basel Convention on the Transboundary Movement of Hazardous Waste and their Disposal or host nation regulations must also be completed and provided to the COR upon removal. The COR has the authority to decline the signing of any manifests for waste loads which are not in conformance with transportation or environmental regulations.

C-18.2 ORDER FOR SUPPLIES OR SERVICES: (Delivery Order, DD Form 1155, Verification Certification)

C-18.2.1 DD Form 1155, Delivery Order Form (Attachment 1) shall be completed for all items ordered or services performed on a Delivery Order, to include transportation and removal of waste, sampling and analysis, container procurement, etc. At the time of waste removal or service the contractor shall complete the applicable fill-ins on the DD Form 1155 for each removal/transport of wastes, to record the type of wastes, quantities removed and waste codes. These quantities so annotated shall be the basis for payment. Once wastes have been loaded onto the conveyance, and prior to departing the military installation, the contractor shall obtain the COR's signature to confirm the type of wastes and quantities removed, and to verify the removal services. No payment for removal of waste shall be paid without the certified form.

C-18.2.2 After sampling, and prior to departing the military installation, the contractor shall provide a receipt for samples taken. The receipt shall include time, date, and unique sample number for each sample taken. Upon delivery of the chemical analysis report, the contractor shall obtain the COR's signature on the DD Form 1155 to confirm that the services have been received and that a copy of the analytical report was provided to the COR. Sampling and analysis are included in the CLIN price. For all other services/supplies, the contractor shall also complete the applicable fill-ins on the DD Form 1155 to record the receipt of the services/supplies. The quantities so annotated shall be the basis for payment. The COR shall keep one copy of the form. No payment for sampling and analysis and all other services/supplies shall be paid without a certified form.

C-18.3 MANIFEST TRACKING LOG: The contractor shall complete DRMS Form 1683E, Manifest Tracking Log, Attachment 3, annotating all wastes removed. The contractor must describe and document in detail any differences between the actual quantity picked up (column 9) and the actual quantity disposal/recycled (column 11). Unit of issue (column 8) must match the unit of issue in Section B. The contractor may use attachments to the form if necessary. The Contract Manager or Alternate Contract Manager shall sign the form certifying its accuracy and completeness. The log must identify the final disposal facility, not an intermediate storage facility or transfer station unless the waste received final treatment and disposal at the storage/transfer facility.

C-18.5 WASTE REPORTS

C-18.5.1 The contractor shall provide the Environmental Management Office (EMO), COR and the Contracting Officer a report that summarizes hazardous waste/material movements from the point of generation to the final TSDR facility. The monthly report shall be in a Microsoft Excel Format (Microsoft Office 98, to be upgraded to Microsoft Office 2000 when the contractor is notified that all government computers have this capability, which is estimated to be within 12 months of contract award) with all fields capable of being sorted and queried by the user. The report shall be provided electronically by the 10th day of the following month. An example of the report to be used or the information required in a contractor-generated report is located at Attachment 8.

C-18.5.2 The contractor shall provide an annual report summarizing hazardous/special waste movements from point of generation to disposal facility. The output must indicate how much of each waste stream from each waste generator went to which disposal facility and how much of that waste was recycled. This report shall be provided electronically and on a CD ROM on 15 January of each year, through the last delivery order issued under the contract. An example of the report to be used or the information required in a contractor-generated report is located at Attachment 8.

C-18.6 Preparation of the Bi - Annual Waste Report, CLIN N60650, will be completed as prescribed by host nation law.

C-18.6.1 If ordered, the contractor shall complete the report for the requested calendar year. The report shall not be submitted to the regulatory authorities, but to the COR. The report must be completed within 45 calendar days after issuance of the delivery order.

C-19 PUBLIC AFFAIRS COORDINATION

DRMS-E (SEP 2005)

The contractor shall refer all inquiries concerning this contract to the Contracting Officer. Under no circumstances shall any statement be released to the news media or any additional outside sources directly by the contractor, employees of the contractor, or any subcontractor employees.

C-20 EXPEDITED REMOVAL/RESPONSE TIME FRAMES

DRMS-E (SEP 2005)

When any CLIN specified in Section B requires immediate action with a period of performance other than that specified in Clause F-8, an expedited CLIN may be ordered in conjunction with the supporting delivery order. Minimum delivery order quantities shall not apply for expedited removals. When expedited removal is required for waste removal, the maximum amount of waste shall be limited to 35,000 KG of either a single waste stream or a combination of waste streams. No minimum/maximum quantity is applicable for non-waste removal services. Unit of issue reflects each time the contractor is requested to perform a service in an expedited manner. Time period begins upon the issuance of a delivery order. The contractor is expected to utilize the services of sub-contractors if required to meet the timeframe.

C-21 SAMPLING AND ANALYTICAL SERVICES

DRMS-E (SEP 2005)

C-21.1 The ordering of specific chemical analysis services under this contract shall be at the discretion of the Government, and should not be considered either a precursor or prerequisite to the Government ordering the removal of wastes described in accordance with this instrument. The analytical report shall be submitted as received from the laboratory (in the host nation language) and accompanied by an English

translation of the data and a completed hazardous waste profile sheet and returned to the COR no later than 14 calendar days after issuance of a delivery order. The analysis report must include:

C-21.1.1 Parameters tested.

C-21.1.2 Limits of detection for each identified constituent.

C-21.1.3 Regulatory limits for each identified constituent.

C-21.1.4 Analytical method, including reference number or description.

C-21.1.5 Laboratory conducting the analysis and chemist or laboratory manager signature.

C-21.1.6 Sample number and sample type (grab, composite, solid, liquid, etc.).

C-21.2 The contractor shall furnish, at no additional cost to the US Government, the results of chemical analyses which he, or any subcontractor, opted to conduct independently. Field tests shall not be authorized unless such test has been specifically approved by the existing authorities. The US Government may request copies of the actual analytical results such as AA & GC charts and graphs, calculations, retention times, attenuation, standard calibrations, spike and blank sample documentation, and quality control checks.

C-22 WASTE SEGREGATION AND PACKAGING/REPACKAGING/INVENTORY

DRMS-E (SEP 2005)

C-22.1 The contractor shall segregate, sort, package, re-containerize, identify shipping name, and label waste containers for assorted hazardous property that has accumulated in an area other than a HWAP. The contractor shall provide an itemized inventory of these wastes including:

C-22.1.1 International waste nomenclature, European Waste Code and hazard class.

C-22.1.2 Weight (kg) of each item and number and size of containers.

C-22.2 The services shall be ordered according to the estimated weight of the items to be segregated and packaged and shall be priced per kilogram. The CLIN unit price shall include the cost of containers required but it shall not include the cost of disposal.

C-23 LAB PACKS

DRMS-E (SEP 2005)

The US Government may have laboratory chemicals from a school or medical facility that require packaging for shipment and disposal. The containers of chemicals are small (less than 5 liters) and will already be inventoried by the US Government. The contractor shall be provided with a copy of the inventory and an estimated total weight and shall be required to pack the small containers for shipment and disposal. The contractor shall provide the COR with the total weight of the items for disposal.

C-24 RESERVED

C-25 RESERVED

C-26 PURCHASE OF CONTAINERS

DRMS-IE (APR 2002)

C-27 MISIDENTIFIED ITEMS

DRMS-E (SEP 2005)

In case the US Government misidentifies a waste description on a delivery order, the contractor has the responsibility to inform the COR as soon as the contractor becomes aware of the misidentification. The contractor shall notify the COR either prior to removal or within 3 work days of the removal and prior to disposal. The contractor shall demonstrate through lab analysis and/or other supporting documentation that the Government has misidentified a waste. The waste shall not be treated or disposed of until the Government has made a determination on the matter. Once a determination has been made, the contractor shall be paid the disposal price in accordance with the contract price of the actual waste removed.

C-28 NOTIFICATIONS

DRMS-PHO (SEP 2005)

a. Except as otherwise specified herein, the Contractor shall notify the Contracting Officer's Representative (COR) or other Government representative for each location, at least five (5) working days BEFORE attempting site visits, analysis or pickups.

(1) In addition to the notification above for pickups, the Contractor shall provide the name of the driver, the driver's Commercial Driver's License (CDL) number and its expiration date to the COR or other Government representative at least 48 hours prior to removal. The Contractor may also opt to provide a list of approved, multiple drivers designated for pickups under this specific contract to the COR or other Government representative prior to any attempted removals. If this option is elected and the list is approved by the Government and maintained by the Contractor, the 48 hour notification requirement is moot for the remainder of the contract unless otherwise modified.

(2) If a driver, other than the one specified 48 hours in advance for the specific Task/delivery order, or, one whose name does not appear on the optional list of approved, multiple drivers arrives for pickup, the COR or other designated Government representative shall verify the personnel switch with the prime contractor before the pickup commences. This may require a written notice or fax from the prime contractor.

b. The Government reserves the right to take appropriate action, such as the pursuit of monetary consideration and/or annotation of negative past performance if the Contractor fails to meet the above applicable notification timeframes and/or a different driver, other than the one previously identified under this notification requirement or whose name does not appear on the list of approved, multiple drivers arrive at the pickup location(s).

c. For Task/delivery orders containing Expedited Removals, Services or Performance CLINS the Contractor shall notify the COR or other Government representative for each location, at least 2 working days BEFORE attempting site visits, analysis or pickups. In addition, the Contractor is still required to

provide the information identified in paragraph a (1) above at least 48 hours prior to removal. If applicable, any removals ordered under a 48 hour or two or five business day expedited CLIN's requires the Contractor to provide the information identified in paragraph a (1) above at least eight hours prior to pickups if the Contractor elects to provide the identity of the driver for each specific Task/delivery order. If the Contractor elects to provide the list of approved, multiple drivers designated for use under this contract, this expedited notification is not required. All other terms and conditions stated elsewhere within this clause apply to any of the aforementioned Expedited Removals, Services or Performance CLINS.

C-29 TRAILER SECURITY, PADLOCKS

DRMS-E (SEP 2005)

a. All Contractor trailers capable of being padlocked must be padlocked upon arrival at the pickup location. Failure to meet this requirement may result in the Government's halting of the pickup. All trailers capable of being padlocked must also be padlocked again prior to departure of the pickup location(s). The driver shall provide the padlock and lock the trailer without assistance from the COR or other Government representative(s).

b. The COR or other Government representative has the right to request any identification and/or occupational endorsements from the driver beyond what is identified in clause C-28, NOTIFICATIONS and, refuse commencement and/or completion of pickups if any unusual or suspicious actions occur. Any potential demurrage associated with the driver verification process and/or the unexpected halt or commencement of pickups shall not be grounds for reimbursement by the Government.

c. The Government reserves the right to take appropriate action, such as the pursuit of monetary consideration and/or annotation of negative past performance if the Contractor has a trailer capable of being padlocked arrives and/or departs from the pickup location(s) without meeting the padlock requirements mentioned above and/or refuses to cooperate with any requests for additional identification and/or professional endorsements.

C-30 DATA DELIVERABLE – BASEL NOTIFICATIONS

If waste is to be disposed outside of the country of origin, the successful contractor shall immediately begin the Basel Notification process upon award of the contract. The contractor must provide a copy of the initial notification letter and bi-weekly updates on the status of the notifications so that performance within 60 days of award can be assured. Upon receipt of all required Basel Notifications, the contractor shall submit the complete set to the DRMS Contracting Officer, along with a statement that the contractor is prepared to begin performance under the contract.

SECTION D

PACKAGING AND MARKING

D-1 CONTAINERS

DRMS-TPHB (OCT 1999)

The contractor is responsible for preparing all containers, including Intermediate Bulk Containers (IBC's) for transportation to a recycling/disposal facility in accordance with applicable transportation laws and regulations, and in accordance with recycling/disposal facility requirements. The contractor shall ensure all containers are properly marked, labeled and packaged as required by applicable regulations prior to any transportation. If items must be repackaged for proper shipment, the contractor shall perform such repackaging and furnish all required materials.

D-2 VEHICLES

DRMS-TPHB (MAY 2000)

The contractor is responsible for ensuring all vehicles transporting special wastes are properly placarded in accordance with applicable European Union transportation laws and regulations and meet all ADR/IMDG/RID, host nation or other applicable requirements.

D-3 PACKAGING AND PACKING

DRMS-PMG (MAR 1996)

Containers and signs purchased shall be packaged and packed in accordance with good commercial practice sufficient to assure safe arrival at destination without damage or loss.

D-4 MARKING AND IDENTIFICATION

DRMS-PMG (MAR 1996)

All containers and signs deliverable under this contract shall be marked or tagged with the following information: (a) contract number, (b) delivery order number; (c) the name and address of prime contractor and (d) the CLIN number and description of item.

SECTION E

INSPECTION AND ACCEPTANCE

E-1 NOTICE: Clause numbers E-2 and E-3 in this section are hereby incorporated by reference. All other clauses listed in Section E are hereby incorporated in full text. .

E-2 INSPECTION OF SUPPLIES-FIXED-PRICE **FAR 52.246-2 (AUG 1996)**

E-3 F.O.B. DESTINATION, WITHIN CONSIGNEE'S PREMISES **FAR 52.247-35 (APR 1984)**

E-4 INSPECTION OF SERVICES-FIXED-PRICE **FAR 52.246-4 (AUG 1996)**

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain a Quality Control Program acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform to contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

E-5 INSPECTION AND ACCEPTANCE (CERTIFICATE)

DRMS-PHO (FEB 2001)

a. The inspection of removal and the purchase of supplies shall be performed by the Contracting Officers Representative (COR) in accordance with clauses E-2 or E-4, by certification on the DD Form 1155, Delivery Order Form, for removal and transportation of wastes, sampling and analysis, and the purchase of containers and signs. (Attachment 1)

b. Final acceptance of services/supplies rendered shall be by DRMS-PHO certification. DRMS-PHO shall verify that the supplies received and the removal and disposal has been completed in accordance with the terms and conditions of the contract by checking for:

(1) Completion of all blocks on the DD Form 1155 for each line item removed/accepted and last continuation page COR signature.

(2) checking that the Manifest/Shipping Papers, DRMS Form 1683E, Manifest Tracking Log (attachment 3), or any other pertinent transportation/disposal documents have been correctly completed.

(3) checking that all copies of chemical analyses required have been submitted.

(4) Checking that only facilities approved under clauses H-3 and H-4 are utilized.

(5) Checking that only transporters approved under clauses H-3 and H-5 are used.

E-6 PLACES OF GOVERNMENT INSPECTION

DRMS (OCT 1993)

(a) All services will at all times be subject to inspection by the contracting officer and his/her authorized representatives to include authorized contract audit companies. The Government and or its representatives shall have the right to inspect and obtain copies of all written licenses, permits, and approvals issued by any governmental entity or agency to the contractor or its subcontractors which are applicable to the performance of services under this contract; to inspect and test, at its own expense, transportation vehicles or vessels, containers, and disposal facilities provided by the contractor; and to inspect the handling, loading, transportation, storage and disposal operations conducted by the contractor or its subcontractors in the performance of this contract.

(b) The Government and or its representatives shall be afforded free access to any facility used by the contractor and any subcontractors in performing services under this contract, including offices and facilities where contract-related records are retained. Government inspections of contractor facilities may be scheduled or unscheduled, i.e., announced or unannounced. The purpose of these inspections is to assist the Government in determining the conformance of services with contract requirements (reference Section H, clause H-4.2).

(c) The contractor is solely and exclusively responsible for the quality of all services performed under this contract. The Government's right to conduct inspections at Government, contractor, or

subcontractor facilities does not relieve the contractor of this responsibility. Neither Government failure to make such inspection, nor failure to discover nonconforming services, shall prejudice the rights of the Government thereafter to reject services, nor relieve the contractor of its obligation to perform work strictly in accordance with the contract.

(d) The contractor, in its agreements with subcontractors, shall ensure that the inspection rights described herein are afforded the Government and or its representatives by each subcontractor performing services under this contract.

(e) As part of the U.S. Government's right to conduct inspection of services under this contract, it shall be allowed to obtain information from host nation regulators that may be relevant to assessing the contractor's history of, or current, compliance with host nation environmental law and regulations.

SECTION F

DELIVERIES OR PERFORMANCE

F-1 NOTICE: Clause numbers F-2 and F-3 in this section are hereby incorporated by reference. All other clauses listed in this section are listed in full text. .

F-2 GOVERNMENT DELAY OF WORK **FAR 52.242-17 (APR 1984)**

F-3 F.O.B. DESTINATION **FAR 52.247-34 (NOV 1991)**

F-4 STOP-WORK ORDER **FAR 52.242-15 (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required or, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F-5 CONTRACT EFFECTIVE PERIOD

DRMS-PHO (AUG 2001)

a. This contract shall be effective for a period of 18 months commencing 1 September 2006 or date of award of the contract, whichever is later.

b. The Government has the option to extend the contract for two (2) eighteen (18) month periods IAW clause FAR 52.217- 9, entitled "Option to Extend the Term of the Contract (MAR 2000)" which is incorporated in Section I in full text.

c. In addition to the options stated herein, the US Government may choose to extend more than once the current contract performance with the total extension period not exceeding six (6) months IAW clause I-62, entitled "Option to Extend Services", which is also incorporated in Section I in full text.

F-6 PLACE OF PERFORMANCE

DRMS-PMG (MAR 1996)

Services under this contract shall be performed for U.S. installations at the following locations: Camp Bondsteel, Kosovo; Eagle Base, Bosnia-Herzegovina, Camp Able Sentry, Macedonia, various sites in Taszar vicinity, Hungary with the possibility of occasional pick-ups in Budapest as well as other sites in Bosnia-Herzegovia, Croatia, Slovenia and locations in and around a 100km radius of Skopje, Macedonia, Tirane, Albania and/or Jnjilhad/Urovesic located in the U.S. sector of Kosovo.

F-7 RESERVED

F-8 PERIOD OF PERFORMANCE

DRMS-PHO (JAN 2002)

a. The Contractor shall begin contract performance upon issuance of each written delivery order and provide all services listed on the Bid Schedule in accordance with all terms and conditions of this contract.

b. If applicable, immediately upon award of the contract, the successful contractor must apply for Transboundary notifications (i.e., Basel notifications) and provide COR with biweekly reports on the status.

c. The services listed below shall be accomplished within the number of days (from issuance of a delivery order) as shown below:

| | |
|---|------------------|
| Complete removal/service no later than: (To include waste removal, container purchases; waste segregation and packaging/repackaging.) | 14 calendar days |
| Sampling and Analysis, Result returned in: | 15 calendar days |
| Generators copy of manifest returned to DRMO COR | 15 calendar days |

(After receipt of waste by the treatment facility)

| | |
|---|-------------------|
| Submission of W/Manifest Tracking Log | 100 calendar days |
| Submission of Disposal Facility's Basel Notification of completion of disposal (if applicable) | 90 calendar days |
| Bi-Annual Host Nation Environmental Reports (N6650) | 45 calendar days |

d. All items shall be removed from the Government facilities within the number of days shown in F-8.c above from issuance of a written delivery order except as noted below. Removals, regardless of their performance timeframe, will not commence until the COR or other Government representative has confirmed the identity of the driver via a current Commercial Driver's License (CDL). Disposal of all items identified in this contract shall be completed within the number of working days shown in F-8.c above, after issuance of each written delivery order.

e. Expedited removals:

| | |
|---|-------------------|
| Five Work Day Expedited Removal: | |
| Complete removal/service no later than: | 5 work days |
| Submission of IW/Manifest Tracking Log | 100 calendar days |
| Submission of Disposal Facility's Basel Notification of completion of disposal (if applicable) | 90 calendar days |
| Two Work Day Expedited Removal: | |
| Complete removal/service no later than: | 2 work days |
| Submission of W/Manifest Tracking Log | 100 calendar days |
| Submission of Disposal Facility's Basel Notification of completion of disposal (if applicable) | 90 calendar days |

f. Waste Management Services Implementation (Initial Startup): The contractor must have the capability to begin implementing Waste Management Services in 15 calendar days following issuance of a delivery order, with full performance in place within 30 calendar days.

g. Waste Management Service (WMS): Waste Management Services shall commence upon the date of issuance of the Delivery Order. All Delivery Orders for WMS shall be issued for a minimum period of six (6) months, however, the only exception is when there is less than six months left in the contract period, the follow-on Delivery Order may then be issued for the remaining number of months left in the contract period. All items shall be removed from the Government facilities in accordance a written delivery order for each removal in accordance with F-8.e above.

F-9 TIME OF PERFORMANCE

DRMS-PHO (JAN 2002)

a. All services performed under this contract shall be performed during regular working hours (0730 through 1600 hours) Monday to Friday, and on local national and American holidays (only with prior COR approval/contractor concurrence). The specific date and time for off-site removal services, shall be established by the COR and the contractor via facsimile pickup request which shall constitute a call against a Delivery Order (refer to clause C-28, NOTIFICATIONS). The COR will forward the pickup request information to the generator. The COR shall meet the contractor at the scheduled pickup site at time agreed upon by the contractor and COR. This date/time shall be at least two work days prior to the date.

b. The US holidays are:

| | |
|------------------------|--------------------------|
| 1st of January* | 1st Monday in September |
| 3rd Monday in January | 2nd Monday in October |
| 3rd Monday in February | 11th of November* |
| Last Monday in May | 4th Thursday in November |
| 4th of July* | 25th of December* |

*If this date falls on a Saturday, the preceding day (Friday) is the US holiday. If this date falls on a Sunday, the following day (Monday) is the US holiday.

c. The Balkan Holidays are:

| <u>Holiday</u> | <u>Date</u> |
|----------------|----------------|
| New Year's Day | 01 January |
| Easter Monday | varies yearly* |
| Christmas Day | 25 December |
| New Year's Eve | 31 December |

*The contractor shall provide prior to the beginning of the year, a list of all local holidays that vary from year to year.

d. The services performed under this contract will not be performed during official, local holidays. The contractor will provide prior to the beginning of the year, a list of all local holidays that vary from year to year.

F-10 DELIVERIES

Containers and labels purchased shall be delivered F.O.B. Destination, within Consignee's Premises to the address cited on individual Delivery Order(s) issued against this contract during its effective period. Deliveries shall be made to locations as specified in Attachment 7.

**F-11 CONTRACTOR NOTICE -
LATE DELIVERY AND/OR PERFORMANCE**

DRMS-PHO (FEB 2001)

If the contractor has difficulty meeting performance requirements, or when the contractor anticipates difficulty complying with the contract schedule or delivery date(s), the contractor shall immediately notify the Contracting Officer's Representative (COR), in writing, copy furnished to the Contracting Officer, outlining the pertinent details of the anticipated delay and remedy thereto. However, this notification shall not be construed as a waiver by the Government of any schedule, or date, or other remedies provided by law under this contract. In addition to the above, the contractor shall provide a weekly performance report to DRMS-PHO, with a copy to the COR, listing the following information: All Open Delivery Order Numbers, Date Issued, and Status (to include whether all removals/deliveries are timely in accordance with the timeframes listed in clause F-8 and, if not, reasons why.

SECTION G

CONTRACT ADMINISTRATION DATA

G-1 ACCOUNTING AND APPROPRIATION DATA

DRMS-PMG (MAR 1996)

Shall be stipulated on each delivery order.

G-2 POWERTRACK – DOCUMENTATION, REQUIREMENTS, DRMS ACCEPTANCE, INVOICING AND TRACKING

DRMS-PHO (SEP 2005)

G-2.1 Submission of Documentation to Facilitate Acceptance for Payment

G-2.1.1 The contractor shall submit one complete set of documents per delivery/task order to allow acceptance for payment, as follows:

G-2.1.1.1 A copy of the Waste Manifest after it has been signed by the disposal facility.

G-2.1.1.2 DD Forms 1155, Delivery Orders Forms for pick-up certification, listing all wastes removed, sampling and chemical analysis performed, purchase of containers and signs, waste identification, segregation and packaging/repackaging.

G-2.1.1.3 A copy of all chemical analyses performance, if any.

G-2.1.1.4 Original, plus one copy of the completed DRMS Form 1683, Manifest Tracking Log.

G-2.2 The above documentation shall be submitted to:

Defense Reutilization and Marketing Service
ATTN: DRMS-FST-OS Manifest Tracking
POSTFACH 2027
65010 WIESBADEN, Germany

G-2.2.1 The contractor shall submit one copy of Manifest Tracking Log directly to the COR.

G-2.3 Acceptance and Invoicing

G-2.3.1 Upon receipt of accurate and complete contractor Manifest Tracking documentation, the Government shall generate and electronically transmit a Disposal Manifest Report(s) (626E) covering all items on the delivery/task order within 20 days of receipt of the contractor's original submittal. The 626E will be electronically transmitted to the contractor and directly to U.S. Bank for payment. Payment to the contractor will be made through Electronic Funds Transfer (EFT) within 24 to 72 hours of receipt by U.S. Bank. The contractor agrees to a mandatory fee for payments made through U.S. Bank. These fees are payable to U.S. Bank and will be deducted from the contractor's account when U.S. Bank transfers funds to the contractor's bank account. All fees are subject to the terms of the agreement signed with U.S. Bank. The Government will not reimburse the contractor for any fees assessed by U.S. Bank.

G-2.3.2 For Germany: Tax relief may be claimed quarterly by contractor submission of a copy of the applicable 626E Forms together with the corresponding Abwicklungsscheine to:

**Defense Finance and Accounting Service
Kleber Kaserne, Geb. 3200 ATTN: EU
Mannheimer Str. 218/219
67657 Kaiserslautern, Germany**

G-2.3.3 Contractor tracking of the 626E submission for payment can be done through the online PowerTrack system. For any discrepancies in payment, contact the contracting specialist or contracting officer at DRMS assigned to this contract

G-2.4 Remedies for Non-Compliance

G-2.4.1 Failure to submit timely and complete documentation for acceptance of payment on a delivery/task order under paragraph (a) above will result in no payment of the entire task order. Payment may be approved upon resubmission of the correct documentation for all line items on the task order. The Government, at the discretion of the Contracting Officer, can utilize other remedies including those indicated below.

G-2.4.2 Note that consideration pursuant to E-4, Inspection of Services – Fixed Price, can be taken against any open delivery/task order under the contract, not necessarily the delivery/task order with documented deficiencies.

G-2.4.3 By submitting for payment in accordance with the above terms including post-payment documentation requirements, the contractor certifies that all services, including receipt at initial Qualified TSDF and ultimate disposition of the items, conform in all respects with contract requirements.

G-3 CONTRACTING OFFICER'S REPRESENTATIVE

**DFARS 252.201-7000
(DEC 1991)**

(a) Definition. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

**G-4 CONTRACT MANAGER/
ALTERNATE CONTRACT MANAGER/
ON-SITE TECHNICAL REPRESENTATIVE**

DRMS-PHO (APR 2002)

The contractor shall list below the names and telephone numbers of the Contract Manager, Alternate Contract Manager and on-site Technical Representative (OST) as required in C-4.

| <u>Name</u> | <u>Telephone/Fax/E-Mail</u> |
|--|-----------------------------|
| Contract Manager_____ | Tel:_____ |
| E-mail:_____ | FAX:_____ |
| | E-mail:_____ |
| Alternate Contract Manager_____ | Tel:_____ |
| E-mail:_____ | Fax:_____ |
| | E-Mail:_____ |
| On-Site Technical Representative_____ | Tel:_____ |
| | Fax:_____ |
| | E-mail: _____ |

G-5 ADMINISTRATIVE CONTRACTING OFFICER (ACO)

DRMS (APR 1984)

The Contracting Officer will be the Administrative Contracting Officer (ACO) responsible for this contract unless designated by separate correspondence.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H-1 PASSES FOR ENTRY INTO MILITARY PREMISES

DRMS-IE (APR 2003)

H1.1 All personnel are required to have appropriate current and valid working permits and training for the jobs they will perform. Personnel that are required to work on installation must acquire authorization for entry and must use this authorization only for the purpose of performing under this contract.

H-1.2 Not later than 5 calendar days after award of the contract and prior to commencement of any work, the contractor shall furnish to the Contracting Officers Representative (COR), in writing and in triplicate, a list of the personnel employed in the performance of the work under this contract. Installation access requirements can vary between installations and the exact requirements for submitting identification papers, passports, background checks, etc. will be provided after award of the contract.

H-1.3 Not later than 5 calendar days after award of the contract and prior to commencement of any work, the contractor shall furnish to the Contracting Officer's Representative (COR), in writing and in triplicate, a list of private and commercial vehicles, including those belonging to subcontractors, that will be used during contract performance. This list shall include the following information: Installation access requirements can vary between installations and the exact requirements for submitting permits, licenses, insurance documents and driver identification will be provided after contract award.

H-1.4 The contractor will establish procedures to control and account for passes and to ensure that they are immediately retrieved and returned when their employees no longer need them (for example, when an employee transfers or is no longer employed by the contractor). These procedures will include the actions required by applicable base regulations for lost and stolen passes. Copies of applicable base regulations shall be provided by the COR after contract award. The contractor shall inform employees that they are subject to search when entering and leaving U.S. installations.

H-1.5 Citizens from the following designated countries (passport holders) are not authorized access to US military installations: Afghanistan, Algeria, Burma, Cambodia, Cuba, Iran, Iraq, Laos, Libya, Mongolia, North Korea, Peoples Republic of China (including Tibet), Syria, Yemen and the former Yugoslavia (Serbia, Montenegro and Bosnia Herzegovina).

H-1.6 The issuance and surrender of passes shall be accomplished in accordance with procedures established by each individual community Commander.

H-2 ISSUANCE OF DELIVERY ORDERS

DRMS-PHO (FEB 2001)

H-2.1 Contracting Officer(s) and duly appointed Ordering Officers of DRMS-PHO (Defense Reutilization and Marketing Service-PHO) are authorized to issue delivery order(s) to the contract within the scope of their authority.

H-2.2 No delivery order shall be issued unless funds are available. The issuance of a delivery order shall constitute notice of availability and obligation of funds for the items listed on the delivery order.

H-3 USE OF TRANSPORTERS AND TREATMENT, STORAGE, DISPOSAL & RECYCLING (TSDR) FACILITIES DRMS-IE (APR 2002)

H.3.1 The contractor shall not use or subcontract for the services of any transporters or TSDR facilities without prior approval of the Contracting Officer. The Government reserves the right to prohibit the Contractor from employing the services of a transporting company or a TSDR facility which does not possess the ability to satisfactorily perform in accordance with the provisions of this contract. The use of a subcontractor, however, does not relieve the contractor of any requirement set forth in this contract. The contractor is responsible for ensuring that all subcontractors perform in accordance with the terms and conditions of this contract.

H.3.2 If during the life of the contract the contractor requests approval of additional transporters or TSDR facilities, the Government must be allowed a reasonable amount of time to evaluate such requests. When the contractor requests additional transporters or TSDR facilities, the information required in paragraph L-2.2.3.2 and Clause C-5.3, must be submitted. The contractor is not relieved of the contractual obligation to remove and dispose/treat all waste streams identified in Section B within the contractual time frames while the Government is evaluating such request(s). However, the Government agrees to consider such requests and respond to the contractor in writing as to whether such a proposal is acceptable.

H.3.2.1 Treatment, Storage, Disposal and Recycling Facilities and Laboratory Facilities. A Facility Profile Sheet must be submitted for each treatment, storage, disposal or recycling facility as well as each laboratory proposed for use on this contract. The supporting documentation requirements found in Clause C-5.3 also apply. The Facility Profile Sheet is located at Attachment 4a and must be submitted; no substitute forms will be accepted.

H-3.3 During the evaluation of Offerors or at any time during the period of this contract, the Government may refuse the use of a proposed or previously approved transporter or TSDR facility if any of the following apply:

- a. The transporter or TSDR facility has ceased operations.
- b. The transporter or TSDR facility is identified as a significant violator of environmental laws or regulations by a competent authority, and has failed to enter into a compliance schedule or similar action.
- c. The TSDR facility has been identified as having contributed to groundwater contamination or is not acceptable under a competent authority's groundwater anti-degradation policy.
- d. The transporter or TSDR facility is not permitted and/or is not technically or fiscally capable of handling the property proposed.
- e. The transporter or TSDR facility received a negative finding as a result of a Government inspection during the preceding 12 months and failed to correct such deficiencies in a timely manner.
- f. The transporter or TSDR facility stores/treats the waste and then ships it to a TSDR facility currently excluded under the provisions of this section.
- g. The Government determines that the transporter or TSDR cannot or will not perform in accordance with the terms and conditions of the contract.

H-3.4 The contractor agrees that no transporters/facilities other than those approved shall be used without obtaining prior written approval of the CO.

H-3.5 TSDR facilities approved for use under this contract are only approved subject to all services being performed in accordance with all applicable regulations, their permit if one is required, and the terms and conditions of the contract. The contractor must have the capability to meet the removal and disposal for all waste streams in the timeframes required by the contract under Section F.8.

H-4 TSDR FACILITIES

DRMS-IE (APR 2002)

H-4.1 The contractor shall identify each TSDR facility to perform a service under this contract. Each facility must be in good standing with the regulatory community. The contractor agrees that no facility, other than those approved for use under this contract, will be used without first obtaining written approval of the Contracting Officer.

H-4.2 In accordance with clause E-6, inspections of contractor or sub-contractor's facilities shall incorporate, but not be limited to, the following baseline facility requirements:

(a) Security - The Security System for the facility must include either a 24-hour surveillance system or perimeter barriers designed to control entry into the facility. Entrances to the facility must be capable of being secured (i.e. locked) after work hours and during periods of non-operation (i.e. holidays)

(b) Waste Storage and Disposition- Waste storage area(s) shall be clearly designated and placarded. All wastes should be properly segregated and stored based on their chemical components and hazard class. Containers must be in good condition, not leaking or corroded, closed when not in use and properly labeled. Storage areas must have containment to prevent leaks or spills from reaching land or water. Smoking & open flames must be confined to specifically designated areas.

(c) Personnel Training - Personnel training records for all employees working directly with hazardous waste (loading, unloading, sampling, storage, blending, etc.) and the treatment processes used at the facility (incineration, neutralization, etc.) must include a description of the type and length of training and dates of training to include environmental, safety, health and operational training.

(d) Preparedness and Prevention – The facility layout and manner of operation must be designed to minimize risk of fire, explosion and contamination. Factors to be considered include the presence of spill control equipment and fire extinguishing capabilities, internal alarm system, sufficient aisle space to allow unobstructed movement of personnel and equipment, proper storage of waste, etc. The facility operator must insure that arrangements are in place for the appropriate response to accidents or environmental releases.

(e) Manifest System, Record keeping and Reporting - The facility must maintain a written operating record that includes a description & quantity of each HW received; methods & dates of treatment, storage & disposal; location & quantity of each HW; cross-references to manifests/shipping papers; records & results of waste analysis; report of incidents involving implementation of contingency plan; records of inspections and monitoring or testing analytical data. The facility must maintain copies of the waste disposal license; working plan and day book in the control office.

(f) General Inspection Requirements - The facility must maintain an inspection log that includes date & time of inspection, name of inspector, notation of observation & date & nature of repairs or remedial action. Inspections should be conducted regularly and include checks for container/tank leaks, monitoring equipment, safety & emergency equipment, security devices, operating & structural equipment & related problems.

(g) Disposal Process Inspection– The Government or its designated representative will evaluate the handling and treatment of waste at the facility. The inspection may include waste receipt and analysis, waste storage and segregation, the actual treatment of waste (incineration, neutralization, landfill, etc.), the disposal of any treatment residues (i.e. incinerator ash, waste water), processing of empty containers and general housekeeping.

(h) Compliance with Permits – facility operations and processes and environmental monitoring data must be consistent with permit conditions and/or requirements. Facilities that discharge waste water must have permits to do so. Facilities that treat HW must have permits identifying the treatment methods.

(i) Regulatory Inspection Reports – the Government inspector or his representative shall be provided with copies of local, federal and state regulatory inspection reports/results. If reports are not available at the facility, permission shall be provided to the Government inspector or his representative to obtain copies of the reports from the regulators and to hold discussion with regulators on the environmental compliance of the facility.

H-4.3 TSDR facilities approved for use under this contract are only approved subject to all services being performed in accordance with all applicable regulations, permits, and conditions of the contract. The Contractor must have the capability to meet the removal and disposal for all waste streams in the timeframes required by the contract.

H-5 TRANSPORTATION**DRMS-IE (APR 2002)**

The contractor shall indicate in Section L.2.2.3.1.5, and Attachment 4(b), each transporter that may be used to transport items listed in Section C-5 of the contract. Each transporter must conform to the requirements of this contract and be in good standing with the regulatory community. The contractor agrees that no transporters other than those listed shall be used without obtaining the prior written approval of the Contracting Officer.

H-6 INDEMNIFICATION**DRMS-TPHB (OCT 1999)**

Upon receipt/removal of items from the various Government installations, the contractor assumes full accountability and physical custody of such items. The Government assumes no liability for any damage to the property of the Contractor, to the property of any person, or public property or for personal injuries, illness, disabilities or death to the Contractor, Contractor's employees, and any other person subject to the Contractor's control or any other person including members of the general public, caused in whole or in part by, (a) the Contractor's breach of any term or provision of this contract; or, (b) any negligent or willful act or omission of the Contractor, its employees or subcontractors in the performance of this contract. The Contractor also agrees to hold the Government harmless and indemnify the Government for any and all costs, including those that arise from violation of any law, regulation, order, right, or public or private enforcement program under which the government incurs environmental clean-up or response costs, judgments, action, debt, liability costs and attorney's fees or any other requests for monies or any other type of relief arising from or incident to the processing, transporting, and disposal of any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of this item, material or substance, whether intentional or accidental.

H-7 ANTICIPATED REGULATORY CHANGES**DRMS-PMG (NOV 1996)**

As noted in Section C, performance under any contract resulting from this solicitation must be in compliance with European Union or Balkan regions Environmental rules, laws and regulations, as well as with any applicable international agreements governing the identification, packing, labeling, placarding and transportation of hazardous waste for transportation and the May 1989 Basel Convention on the Control of Transboundary Movements of Hazardous Waste. Accordingly, it is the responsibility of the offer or to ensure that all such laws and regulations are considered in the preparation of its proposal. Such consideration should include not only relevant laws and regulations currently in effect, but also revisions thereto, public notice of which has been given, which may reasonably be anticipated to be effective during the term of the contract.

H-8 CORRESPONDENCE IN ENGLISH**DRMS-PMG (NOV 1996)**

All correspondence, written by the contractor to U.S. Government activities concerning this contract or related delivery orders, shall be written in English. If the correspondence contains official documents in languages other than English, they shall be accompanied by an English language translation. Permits or extracts must also be translated. All costs incident thereto are the responsibility of the contractor and shall be borne by the contractor.

H-9 MINIMUM INSURANCE REQUIREMENTS

DRMS-PMG (NOV 1996)

Pursuant to Section I, clause 52.228-5, "Insurance - Work on a Government Installation," the minimum insurance requirements are set forth below. The Workmen's Compensation Insurance shall apply to all such persons as fall under the "Workman's Compensation Insurance (Defense Base Act)" clause or the "Workman's Compensation and War Hazard Insurance overseas" clause - whichever one is included in this contract. The Comprehensive Bodily Injury Liability and Comprehensive Automobile Liability policies are to contain a provision, "The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

a. The contractor shall, at his own expense, procure and maintain in full force and effect, during the entire performance period of this contract, insurance of the kinds set forth below:

(1) Workman's Compensation Insurance or coverage as set forth by the laws of the government of the host country:

(2) Comprehensive General Liability Insurance as required or prescribed by the laws of the government of the host country:

(3) Property Damage Insurance as required and prescribed by the laws of the government of the host country; and

(4) Vehicle Liability Insurance covering all vehicles used in performance of this contract to include comprehensive bodily injury, third party, and property damage as required and prescribed by the laws of the government of the host country.

b. Before commencing work under this contract, the contractor shall certify to the contracting officer in writing, that he has obtained all necessary coverage and policies for the above insurance and that he will fully comply with all laws, decrees and regulations now in effect or that may be issued during the period of the contract, by the government of the host country, as pertains to the above insurances and coverage's. Further, the contractor shall ensure that any and all first tier subcontractors, prior to commencement of work hereunder, the insurance set forth above and maintain same in full force and effect during any performance hereunder.

c. The contractor shall provide immediate written notice to the contracting officer of any material change that effects the protection afforded under the above policies, and shall provide the same immediate written notice in the event of any cancellation of insurance coverage by the insurer. The contractor shall also maintain any other coverage, and/or any expansion of the aforesaid coverage, as may be necessary to meet the national and local laws at the worksite.

H-10 MINIMUM INFORMATION TECHNOLOGY REQUIREMENTS

DRMS-PHO (MAY 2002)

The contractor shall have computers and other electronic communication equipment that is capable and necessary to conduct contract electronic commerce, including but not limited to facsimile, e-mail, receipt of Delivery Orders and other scanned documents or attachments. Currently the US Government has Windows 2000 operating system, Microsoft Office 2000 Professional, Adobe Acrobat 5.05 reader, and Microsoft Exchange 5.5 email.

H-11 POWERTRACK PAYMENT, APPLICATION AND ACCEPTANCE

DRMS-PHO (OCT 2005)

H-11.1 Payments under the resulting contract from this solicitation will be made using U.S. Bank, PowerTrack. No payment will be made to the awardee until the application process is complete and the awardee is accepted by U.S. Bank. The awardee shall sign and execute an agreement with U.S. Bank. The awardee must pass compliance with the Patriot Act and the Office of Foreign Assets Control (OFAC) of the Department of Treasury. This is done during the application process with U.S. Bank. The awardee shall contact U.S. Bank and arrange for user agreement, system set-up, training, and project management/implementation. Payments can be tracked online with the access password which is provided once PowerTrack has been approved for the awarded contractor. The awardee must contact U.S. Bank directly.

Following are the Bank Points of Contact:

POWERTRACK@USBANK.COM

**TELEPHONE: EUROPE: 00800 3876 2669
MINNEAPOLIS, MINNESOTA, USA: 001-612-973-3170**

H-11.2 All payments made on this contract through U.S. Bank are subject to a US Bank fee. The contractor bears responsibility for all administrative costs involved, including but not limited to all fees assessed in association with participation in the PowerTrack payment program. The US Bank fee is removed prior to transmitting the electronic contract payment to the contractor. See clause G.2 POWERTRACK for additional information.

SECTION I

CONTRACT CLAUSES

I-1 CLAUSES INCORPORATED BY REFERENCE

FAR 52.252-2 (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses: <http://www.arnet.gov/far>; <http://www.dtic.mil/dfars>.

I-2 DEFINITIONS

FAR 52.202-1 (JULY 2004)

I-3 GRATUITIES

FAR 52.203-3 (APR 1984)

I-4 COVENANT AGAINST CONTINGENT FEES

FAR 52.203-5 (APR 1984)

I-5 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

FAR 52.203-6 (JUL 1995)

I-6 ANTI-KICK BACK PROCEDURES

FAR 52.203-7 (JUL 1995)

I-7 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY

FAR 52.203-8 (JAN 1997)

I-7 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY

FAR 52.203-10 (JAN 1997)

I-8 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

FAR 52.203-12 (SEP 2005)

I-9 PRINTED/COPIED DOUBLE-SIDED ON RECYCLED PAPER

FAR 52.204-4 (AUG 2000)

I-10 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL

FAR 52.204-9 (JAN 2006)

I-11 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

FAR 52.209-6 (JAN 2005)

I-12 AUDIT AND RECORDS - NEGOTIATION

FAR 52.215-2 (JUN 1999)

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| I-13 | ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT | FAR 52.215-8 (OCT 1997) |
| I-14 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS | FAR 52.215-11 (OCT 1997) |
| I-15 | SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS | FAR 52.215-13 (OCT 1997) |
| I-16 | INTEGRITY OF UNIT PRICES | FAR 52.215-14 (OCT 1997) |
| I-17 | HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA | FAR 52.223-3 (JAN 1997) |
| I-18 | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION | FAR 52.223-5 (AUG 2003) |
| I-19 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | FAR 52.225-13 (FEB 2006) |
| I-20 | INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT | FAR 52.225-14 (FEB 2000) |
| I-21 | WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) | FAR 5.228-3 (APR 1984) |
| I-22 | WORKERS COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS | FAR 52.228-4 (APR 1984) |
| I-23 | INSURANCE-WORK ON A GOVERNMENT INSTALLATION | FAR 52.228-5 (JAN 1997) |
| I-24 | TAXES-FOREIGN FIXED PRICE CONTRACTS | FAR 52.229-6 (JUNE 2003) |
| I-25 | PAYMENTS | FAR 52.232-1 (APR 1984) |
| I-26 | DISCOUNTS FOR PROMPT PAYMENT | FAR 52.232-8 (FEB 2002) |
| I-27 | EXTRAS | FAR 52.232-11 (APRIL 1984) |
| I-28 | INTEREST | FAR 52.232-17 (JUN 1996) |
| I-29 | PROMPT PAYMENT | FAR 52.232-25 (OCT 2003) |
| I-30 | DISPUTES ALTERNATE I | FAR 52.233-1 (JULY 2002) (DEC 1991) |
| I-31 | PROTEST AFTER AWARD | FAR 52.233-3 (AUG 1996) |

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| I-32 | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION | FAR 52.237-2 (APR 1984) |
| I-33 | BANKRUPTCY | FAR 52.242-13 (JUL 1995) |
| I-34 | CHANGES –FIXED-PRICE ALTERNATE I | FAR 52.243-1 (AUG 1987) (APR 1984) |
| I-35 | GOVERNMENT PROPERTY | FAR 52.245-2 (MAY 2004) |
| I-36 | LIMITATION OF LIABILITY-SERVICES | FAR 52.246-25 (FEB 1997) |
| I-37 | VALUE ENGINEERING | FAR 52.248-1 (FEB 2000) |
| I-38 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) | FAR 52.249-2 (MAY 2004) |
| I-39 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) | FAR 52.249-8 (APR 1984) |
| I-40 | PROHIBITION ON PERSONS CONVICTED OF FRAUD OF OTHER DEFENSE CONTRACT RELATED FELONIES | DFARS 252.203-7001 (DEC 2004) |
| I-41 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | DFARS 252.204-7003 (APR 1992) |
| I-42 | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS | DFARS 252.205-7000 (DEC 1991) |
| I-43 | PRICING ADJUSTMENTS | DFARS 252.215-7000 (DEC 1991) |
| I-44 | SUPPLEMENTAL COST PRINCIPLES | DFARS 252.231-7000 (DEC 1991) |
| I-45 | PRICING OF CONTRACT MODIFICATIONS | DFARS 252.243-7001 (DEC 1991) |
| I-46 | ORDERING | FAR 52.216-18 (OCT 1995) |

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award through the end of a 18 month period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I-47 ORDER LIMITATIONS

FAR 52.216-19 (OCT 1995)

(a) Minimum Order: When the US Government requires supplies or services covered by this contract in an amount of less than:

(1) \$2,000.00 for the removal and disposal of waste, tank cleaning, management services per Delivery Order or call on a Delivery Order;

(2) \$2,500.00 for the removal and disposal of waste outside of country

(3) \$500.00 for container purchase/rental.

(4) \$100.00 for sampling/chemical analysis

(5) The Government is not obligated to purchase, nor is the Contractor obligated to furnish those supplies/services under this contract.

Note: There is no minimum order for waste being disposed under Management Services.

(b) Maximum Order: The Contractor is not obligated to honor:

(1) Any order for a single item in excess of 100,000.00 USD

(2) Any order for a combination of items in excess of 200,000.00 USD; or

(3) A series of orders from the same ordering office within thirty (30) days that together call for quantities exceeding the limitation in subparagraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds that maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ten (10) calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I-48 INDEFINITE QUANTITY

FAR 52.216-22 (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 months from the date of award.

I-49 OPTION TO EXTEND THE TERM OF THE CONTRACT FAR 52.217-9 (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor anytime prior to expiration of the contract; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.

I-50 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR FAR 52.232-19 (APR 1984)

Funds are not presently available for performance under this contract beyond 30 September 06. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2003, until funds are made available to the Contracting Officer for performance and until the contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**I-51 PAYMENT BY ELECTRONIC FUNDS TRANSFER -
OTHER THAN CENTRAL CONTRACTOR REGISTRATION**

FAR 52.232-34 (MAY 1999)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a) (2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by **no later than 15 days prior to submission of the first request for payment**. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) *Liability for uncompleted or erroneous transfers.*

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment:

(ii) Payment any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) *EFT information.* The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The

Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the

Contractor official authorized to provide this information.

- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial

agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

I-52 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)

DFARS 252.222-7002 (JUN 1997)

(a) The Contractor shall comply with all-

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting Officer.

I-53 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS

DFARS 252.223-7006 (APR 1993)

(a) Definitions. As used in this clause—

(1) "Storage" means a nontransitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR Part 302).

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

I-54 AUTHORIZATION TO PERFORM

DFARS 252.225-7042 (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed.

I-55 INVOICES EXCLUSIVE OF TAXES OR DUTIES

DFARS 252.229-7000 (JUN 1997)

Invoices submitted in accordance with the terms and conditions of this contract shall be exclusive of all taxes or duties for which relief is available.

I-56 ASSIGNMENT OF CLAIMS (OVERSEAS)

DFARS 252.232-7008 (JUN 1997)

(a) No claims for monies due, or to become due, shall be assigned by the Contractor unless-

(1) Approved in writing by the Contracting Officer;

(2) Made in accordance with the laws and regulations of the United States of America; and

(3) Permitted by the laws and regulations of the Contractor's country.

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential" be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive such documents. However, a copy of any part or all of this contract so marked may be furnished, or any information contained herein may be disclosed, to such assignee upon the Contracting Officer's prior written authorization.

(c) Any assignment under this contract shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing. On each invoice or voucher submitted for payment under this contract to which any assignment applies, and for which direct payment thereof is to be made to an assignee, the Contractor shall-

(1) Identify the assignee by name and complete address; and

(2) Acknowledge the validity of the assignment and the right of the named assignee to receive payment in the amount invoiced or vouchered.

I-57 CHOICE OF LAW (OVERSEAS)

DFARS 252.233-7001 (JUN 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for the hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

I-58 REQUESTS FOR EQUITABLE ADJUSTMENT

DFARS 252.243-7002 (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustments under an incentive provision of the contract.

(End of clause)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for the hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

I-59 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) FAR 52.245-4 (JUNE 2003)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when --

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except --

- (1) For reasonable wear and tear;
- (2) To the extent property is consumed in performing this contract; or
- (3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.
(End of Clause)

**I-61 ADMINISTRATIVE COSTS OF
REPROCUREMENT AFTER DEFAULT**

DLAD 52.249-9000 (MAY 1988)

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled "Default," and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The contractor and the Government expressly agree that, in addition to any excess costs or repurchase, as provided in paragraph (b) of the "Default" clause of the contract, or any other damages resulting from such default, the contractor shall pay, and the Government shall accept, the sum of \$500.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated supplies or services regardless of whether any other damages are incurred and/or assessed.

I-62 OPTION TO EXTEND SERVICES

DRMS-TPHB (APR 2000)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at least seven (7) days before the end of the contract period.

I-63 LIMITATIONS OF REQUIREMENTS

DRMS (APR 1995)

The services procured by this contract are the disposal and service requirements of the Defense Reutilization and Marketing Service (DRMS) in the geographical area cited, for those CLINs listed in the schedule. Although one or more non-DRMS facility (ies) may be listed as pickup points(s) under this contract, those facilities are not "Government activity or activities specified in the schedule" in the context of subparagraph (c) of the requirements clause (FAR 52.216-21). Further, the contractor should note that material may be sold or reutilized in the normal reutilization, transfer, donation, and sales cycles within DRMS prior to becoming part of DRMS' disposal requirements and falling within the coverage of this contract.

SECTION J

LIST OF ATTACHMENTS

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

| J-1 | ATTACHMENTS | DRMS-TPHB | (FEB 2000) |
|-----|---|-----------|------------|
| No | Title | | Page(s) |
| 1 | Sample DD Form 1155, Delivery Order Form | | 2 |
| 2 | DD Form 1348-1, Issue Release/Receipt Document | | 2 |
| 3 | DRMS Form 1683E, Manifest Tracking Log | | 2 |
| 4 | Profile Sheets | | |
| 4a | TSDR Facility Profile Sheet | | 1 |
| 4b | Transporter Profile Sheet | | 1 |
| 5 | Hazardous Waste Profile Sheet | | 2 |
| 6 | DRMS-PH Form 1, "Hazardous Waste Removal and Disposal Past Performance History" | | 1 |
| 7 | (Reserved) | | |
| 8 | Monthly and Report Format | | 1 |
| 9 | Weight Limitation and Vehicle Length | | 1 |
| 10 | Sample Label | | 1 |
| 11 | Installation Spill Notification Plan | | 3 |
| 12 | Hazardous Waste Services Inspection Log | | 1 |
| 13 | Hazardous Waste Log | | 1 |
| 14 | Past Performance Survey | | 3 |

J-2 NOTICE**DRMS-PHO (AUG 2001)**

Reference SF 33, Item 11, Table of Contents. In accordance with FAR 15.204-1(b), upon award, Part IV (Sections K, L and M) shall not be physically included in the resulting contract. Section K shall be incorporated by reference in the contract.

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERS OR RESPONDENTS

K-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FAR 52.252-1 (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil>; <http://www.arnet.gov/far>; <http://www.acqnet.gov/far/>

K-2 RESERVED

K-3 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION FAR 52.203-2 (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used in calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above, or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (1)(3) above _____

(Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its

**K-4 CERTIFICATION AND DISCLOSURE REGARDING
PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS**

FAR 52.203-11 (SEP 2005)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference to paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of this contract;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K-5 TAXPAYER IDENTIFICATION

FAR 52.204-3 (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

() TIN: _____.

() TIN has been applied for.

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____
TIN _____

**K-6 CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS**

FAR 52.209-5 (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K-7 RESERVED

K-8 RESERVED

**K-9 SUBMISSION OF ELECTRONIC FUNDS TRANSFER FAR 52.232-38 (MAY 1999)
INFORMATION WITH OFFER**

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration.

(1) The solicitation number (or other procurement identification number)

(2) The offeror's name and remittance address, as stated in the offer.

- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, not the receiver of the wire transfer payment.

NOTE: EFT Information shall be submitted 10 calendar days after date of award.

K-10 RESERVED

**K-11 REPRESENTATION OF EXTENT OF
TRANSPORTATION OF SUPPLIES BY SEA**

DFAR 252.247-7022 (AUG 1992)

(a) The offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

K-12 RESERVED

K-13 AUTHORIZED NEGOTIATORS/SIGNERS

DRMS-PHO (FEB 2005)

- a. The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations (refer to L-7, paragraph (c)(2)(iv):

| Name | Title | Point Of Contact Information |
|-------|-------|---|
| _____ | _____ | Telephone: _____ Mobile: _____ Fax: _____ Email: _____ |
| _____ | _____ | Telephone: _____ Mobile: _____ Fax: _____ Email: _____ |
| _____ | _____ | Telephone: _____ Mobile: _____ Fax: _____ Email: _____ |

b. In accordance with clause L-7, para. (c)(2)(v), the offeror shall provide below the names, titles and telephone and facsimile numbers, e-mail addresses and signatures of persons authorized to sign on its behalf together with evidence of authority. Pursuant to the representations herein, the undersigned have full authority to bind and commit the offeror when completing or signing any clauses. Section I, clause I-57, Choice of Law, commits the offeror to the waiver of jurisdiction and application of Host Nation law to any dispute under this contract.

| Name | Title | Point Of Contact Information |
|-------|-------|---|
| _____ | _____ | Telephone: _____ Mobile: _____ Fax: _____ Email: _____ |
| _____ | _____ | Telephone: _____ Mobile: _____ Fax: _____ Email: _____ |
| _____ | _____ | Telephone: _____ Mobile: _____ Fax: _____ Email: _____ |

PART IV – REPRESENTATION AND INSTRUCTIONS
SECTION L

TECHNICAL INFORMATION

L-1 PROPOSAL SUBMISSION (Format and Content)

DRMS-PHO (FEB 2005)

L-1.1 The following describes the information that must be furnished as part of the proposal and the format in which it must be presented. Proposals that do not provide the required information in the prescribed format may be excluded from further consideration.

L-1.2 Proposals shall be submitted in distinctly severable parts consisting of the following volumes: Volume 1 and Volume 2. Offerors must submit a hard (paper) copy of their proposal to DRMS-PHO, but must also submit an electronic version of Section B Price Schedule, in Excel format. The Excel spreadsheet is included in the solicitation package and is titled "Section B Price Schedule". Offerors may print the Excel spreadsheet and include it as their hard/paper copy of Section B pricing with their proposal. The electronic version of Section B pricing can be submitted either on a CD or via e-mail to [Mark Anthony](mailto:mark.anthony@dla.mil), DRMS-PHO to the following address:

mark.anthony@dla.mil

L-1.3 If the electronic spreadsheet is sent via e-mail, the subject of the e-mail message should read: "RFP SP4420-R-05-0006 Price Schedule". **NOTE: THE ELECTRONIC VERSION OF SECTION B PRICING MUST BE RECEIVED BY THE PROPOSAL CLOSING DATE AND TIME.**

L-1.4 Offerors are advised that changing the Excel spreadsheet content (i.e. CLIN descriptions, page format, fonts, etc.) in any way, save to enter pricing, may render the proposal non-responsive).

L-2 FORMAT

DRMS-PHO (FEB 2005)

L-2.1 **VOLUME I** – The Contractor shall provide one (1) original and one (1) copy of Volume I.

L-2.1.1 **Section A** of solicitation Standard Form 33, completed, **signed and dated** by the offeror or by an authorized representative on behalf of the offeror;

L-2.1.2 **Section B-3 TAX RELIEF and pages 4 through 33** of solicitation (schedule of prices for each item). Offeror's automated duplication of the solicitation price schedule contained in Section B of this solicitation is neither necessary nor desired. See paragraphs L.1.2, L.1.3 and L.1.4 above for price schedule submission requirements.

L-2.1.3 **Section G** of solicitation (Contract Administration Data);

L-2.1.4 **Section K** of solicitation (Representations, Certifications and other Statements of Offeror).

L-2.1.5 **Section L-3**, Past Performance Information. The Government will use the data submitted in the past performance proposal, as well as data available from other sources, to evaluate past performance. The submission of a past performance proposal is mandatory.

L-2.2 **VOLUME II** – The Contractor shall provide (1) original and one (1) copy of Volume II. The Technical Proposal, shall contain the information required by the contract clauses and provisions as shown below:

L-2.2.1 The offeror must explain the technical approach(es) that will be used to manage, collect, transport, recycle and dispose of hazardous waste. The offeror must also demonstrate that the corporate and project organizational structure is sufficient to support the required level of effort. Offeror shall describe the processes, methods, facilities, equipment, tools and/or technique(s) associated with the proposed approach that will be utilized in the performance of this contract. The documentation submitted shall be in sufficient detail to demonstrate the offeror's understanding of the scope of the work effort required and the degree of difficulty involved. To help offerors prepare this portion of their proposal, relevant required information is listed in the corresponding subparagraphs below. These references are provided as guidance and may not be all-inclusive; the offeror is ultimately responsible for ensuring its proposal is fully responsive to all solicitation requirements.

L-2.2.2 Format:

(1) *Company Name*

(2) *Title Page*: "Technical Proposal". The title page of each technical proposal shall include: solicitation number of the Request for Proposal (RFP); the company name of the offeror; and the offeror's position regarding disclosure of proprietary or similar proposal data.

(3) *Table of Contents*: The table of contents shall identify Volume II as well as the major sections of the technical proposal and show location and page numbers of each section.

(4) *Technical Proposal*: Submit the Technical Proposal information required for Technical Evaluation.

L-2.2.3. **Information Required for Technical Evaluation.**

L.2.2.3.1 **OPERATIONS PLAN**

L.2.2.3.1.1. **Organizational Structure and Personnel** The plan shall describe the organizational structure, specific key personnel and identify personnel to perform the required services, including subcontractors. Offerors must also demonstrate the qualifications, work experience, training or educational experience of personnel. Submission of certificates, licenses or diplomas are not required.

L.2.2.3.1.2. **Waste analysis**. The Operations Plan shall include documentation that each laboratory is competent to perform waste analysis in accordance with USEPA or equivalent international methods. This will include certification from the competent authority governmental agency and will identify which procedures and analyses the lab is certified for.

L.2.2.3.1.3. **Waste management, handling, and removal.** The plan shall describe waste management, handling and removal procedures to be performed in accordance with regulatory and contractual requirements. This will include a description of the contractor furnished, equipment, materials, services, and methods that will be used in the performance of the contract, to include the placement of contractor provided containers (if applicable) and the performance of Waste Management Services.

L.2.2.3.1.4. **Waste import, export, and transboundary movements.** The plan shall describe waste import, export, and transboundary movements, including destinations and routes (if applicable). The plan shall describe methods that will be employed to ensure compliance with import, export, and transboundary restrictions and notification requirements, e.g. Basel Convention requirements. For all countries involved, a list of competent authorities will be provided, including points of contact, addresses, phone and fax numbers.

L.2.2.3.1.5 **Transportation** A Transporter Profile Sheet must be submitted for each transporter proposed for use on this contract. The Transporter Profile Sheet is located in **Attachment 4b** and must be submitted, no substitute forms will be accepted, for each transporter proposed for use on this contract. Along with each Transporter Profile Sheet, the offeror shall provide a copy of the transporter permit or license which allows transport of the wastes. In addition to a copy of the complete permit in the language of the issuing country(ies), the offeror must submit an English translated copy of the permit. If the permit is too large to fully translate, a translated extract may be provided. Both permit and extract are required; the English extract cannot be substituted for the permit. The extract must include the following information:

- (i) The name and address of the issuing authority
- (ii) The waste streams that may be transported
- (iii) The expiration date

L.2.2.3.2. TREATMENT, STORAGE, DISPOSAL AND RECYCLING (TSDR) FACILITIES PLAN

A Facility Profile Sheet must be submitted for each treatment, storage, disposal or recycling facility as well as each laboratory, proposed for use on this contract. The supporting documentation requirements found in Clause C-5.3 also apply. The facility profile sheet is located at **Attachment 4a** and must be submitted; no substitute forms will be accepted. (See H.4 TSDR FACILITIES)

Along with each Facility Profile Sheet, the offeror shall provide a copy of the facility permit or license which allows treatment, storage and/or disposal of wastes. In addition to a copy of the complete permit in the language of the issuing country(ies), the offeror must submit an English translated copy of the permit. If the permit is too large to fully translate, a translated extract may be provided. Both permit and extract are required; the English extract cannot be substituted for the permit. The extract must include the following information:

- (i) The name and address of the issuing authority
- (ii) The processes for which the permit was obtained
- (iii) The waste streams that may be accepted at the facility
- (iv) The expiration date

L-3 PAST PERFORMANCE PROPOSAL OCONUS

DRMS-PHO (JAN 2005)

(a) The offeror is required to provide any current relevant information regarding the level of performance, in terms of delivery and quality achieved under either Government or commercial awards for the same or similar requirement within the last two years. The information provided should support a qualitative review of the offeror; and/or; the offeror's principal subcontractor; and/or key employees, record of performance in the areas of conforming to specifications, adherence to contract schedules, history of reasonable and cooperative behavior, commitment to customer satisfaction, and business-like concern for the interest of your customer. Additionally, if performance deficiencies were identified, what were they and what corrective action was taken.

(1) Offerors shall submit past performance data for either the firm; and/or principal subcontractor(s); and/or key employees of the firm, on Attachment No. 6. For each reference provided, a valid name and telephone number, contract number, contract type, dollar value, contract award and completion dates, point of contact and e-mail address is required.

(i) If the offeror elects to provide principal subcontractor past performance, the offeror shall provide the principal subcontractors consent allowing the Government to disclose negative past performance information to the offeror.

(2) Offerors shall send out the Past Performance Survey shown in Attachment No. 14 to each reference and principal subcontractor listed on Attachment No. 6 and request that each reference and principal subcontractor forward a completed survey directly to:

Mark Anthony at e-mail: Mark.Anthony@DLA.mil or fax: ++ 49 611 380 7474 by the solicitation due date located on SF 33, block 9.

(3) Narrative information regarding conformance to specifications, adherence to schedules, trans-boundary and Basel notifications and performance deficiencies may be submitted on plain bond paper, identifying this solicitation number, and securely attached to Attachment No. 6. The information shall be in sufficient detail to explain how each reference relates to same or similar requirements of the instant solicitation. (For Hazardous Waste Disposal RFPs provide data in terms of waste quantities, variety of pickup locations and waste streams, performance timeframes, and complexities of services to determine relevancy of the work).

(b) Experience:

(1) Offeror shall submit qualifications of either the principal subcontractor and/or key employees of the firm. Current (within the last 2 years) relevant experience of the firm must include the following information – name, address, telephone number, and point of contact, type of contract, for which same or similar services were rendered, inclusive dates of service, dollar value of contract or purchase order, quantity, and type of services rendered (If hazardous waste disposal services provide waste quantities, variety of pickup locations and waste streams (chemical name/EPA code/hazardous class), performance timeframes, experience with trans-boundary movement of waste (Basel notifications) and complexities of services.

(2) If the offeror elects to submit qualifications of key employees within the firm, then submit the following documentation for each key employee:

(i) Places and dates of prior employment; title and positions held; and a clear, concise description of duties related to the services required by this solicitation.

(ii) College degrees earned from accredited institutions, names and locations of the institutions attended, major subject studied and inclusive dates of attendance.

(iii) Indicate which key employee(s) possesses a degree and/or hands on experience to include dates of experience that directly relate to the services required by this solicitation.

L-4 ADVISORY

DRMS-TPHB

(NOV 1997)

Article 4, Paragraph 5 of the 1989 Basel Convention on the Control of Transboundary Movement of Hazardous Waste and their disposal, provides that, "a Party shall not permit hazardous waste or other waste to be exported to a non-Party or to be imported from a non-Party." In developing responsive proposals, therefore, Offerors should consider the various contingencies possible if the proposed transit countries as well as the country of final destination do not approve the Basel notification.

L-5 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER FAR 52.204-6 (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com> or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

L-6 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE

FAR 52-214-34 (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

L-7 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION FAR 52.215-1 (JAN 2004)

(a) *Definitions.* As used in this provision --

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal."

"In writing," "writing," or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L-8 TYPE OF CONTRACT

FAR 52.216-1

(APR 1984)

The Government contemplates award of a fixed unit price indefinite delivery indefinite quantity type contract resulting from this solicitation.

L-9 SERVICE OF PROTEST

FAR 52.233-2

(AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Defense Logistics Agency
Defense Reutilization and Marketing Service
DRMS-PHO
Postfach 2027
65010 Wiesbaden, Germany

(b) The copy of protest shall be received in the office designated above within one day of filing a protest with the GAO.

L-10 AGENCY PROTESTS

DLAD 52.233-9000 (SEP 1999)

Companies protesting this procurement may file a protest 1) with the contracting officer, or 2) with the General Accounting Office, or 3) pursuant to Executive Order 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order 12979". (Note: DLA procedures for Agency Level Protests filed under Executive Order 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer.) Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

L-11 SITE VISIT

FAR 52.237-1 (APR 1984)

Offerors or quoters are **urged and expected to inspect the site where services are to be performed** to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

L-12 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING

DFARS 252.204-7001 (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will-

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

**L-13 DISCLOSURE OF OWNERSHIP OR CONTROL
BY THE GOVERNMENT OF A TERRORIST
COUNTRY**

DFARS 252.209-7001 (SEP 2004)

(a) *Definitions.* As used in this provision—

(1) “Government of a terrorist country” includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) “Terrorist country” means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) “Significant interest” means—

(i) Ownership of or beneficial interest in 5 percent or more of the firm’s or subsidiary’s securities. Beneficial interest includes holding 5 percent or more of any class of the firm’s securities in “nominee shares,” “street names,” or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm;
or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) *Disclosure.* If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include—

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

L-14 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY

DFARS 252.209-7004 (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or a subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Non-procurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Non-procurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

L-15 SUBMISSION OF OFFERS IN OTHER THAN UNITED STATES CURRENCY

DRMS-PHO (DEC 2003)

(a) Offers may be submitted in United States dollars only if (1) contractor is a US company, or (2) contractor has an account at a bank located in the US. Otherwise, offers must be submitted in the currency common to the contractor's location (Euro, British Pounds, etc.). Offers not submitted in currencies as stated herein, shall be considered nonconforming and non-responsive.

(b) All offers shall be evaluated for determination of award by converting all foreign currencies to equivalent United States dollars by using the official United States Government Finance and Accounting Office disbursing rate in effect on the date set for receipt of initial offers.

(c) When a "request for final proposal revision" offer is requested and received, in accordance with the applicable solicitation's terms and conditions, offers shall be evaluated by converting all foreign currencies to equivalent United States dollars by using the official United States Government Finance and Accounting Office disbursing rate in effect on the date set for receipt of initial offers.

**L-16 HAND-CARRIED AND COMMERCIALLY
DELIVERED BIDS**

DRMS-PHO

(FEB 2001)

(a) It is the responsibility of the offeror to ensure that his proposal is placed in the bid depository at the location stated below, prior to the time set for receipt of offerors.

(b) Proposals delivered by a commercial carrier (e.g., Federal Express, UPS, etc.) are considered to be "hand-carried" and are subject to this provision. Accordingly, such proposals should be addressed and delivered to:

Defense Reutilization and Marketing Service
DRMS-PHO, Contracting Officer
American Arms Office Towers, Room 2J8
Augustastr. 6
65189 Wiesbaden, Germany
Tel: ++ 49 611 380 7763

(c) Offerors are further cautioned that the use of a commercial delivery service does not eliminate the requirement, stated above, that the proposal be plainly marked with the offeror's name and address, the number of the solicitation, and the date and time set for receipt of proposals. If your delivery agent uses a delivery container that encloses and obscures the contents, you must assure that this information is prominently displayed on the outside of the delivery container.

L-17 OFFER PREPARATION COSTS

DRMS-PMG (MAR 1996)

This solicitation does not commit the Government to pay any costs incurred in the submission of an offer, in making any necessary studies for the preparation thereof, or for any visit (s) the Contracting Officer may request for the purpose of clarification of the offer.

**L-18 STANDARD FORM 33 (SF 33), SOLICITATION,
OFFER AND AWARD**

DRMS-PMG (MAR 1996)

(a) The SF 33 is being used for this solicitation. Upon submission of the SF 33 by the vendor, the offer can be unilaterally accepted by the Contracting Officer to form an award.

(b) The SF 33 must be signed by a representative of the firm authorized to commit the firm to contractual obligations. The authority to sign a price quotation for information purposes, but not an offer subject to unilateral acceptance by the Contracting Officer, is not sufficient authority to sign the SF 33.

(c) SF 33, Blocks 12 through 18, and solicitation Sections B and K must be completed by the offeror.

(d) Any erasures, cross outs or changes made must be initialed by the person signing the SF 33. All information should be typed or neatly printed in ink.

L-20 PRE-AWARD SURVEY**DRMS-PMG****(MAR 1996)**

- a. The Government reserves the right to conduct a pre-award survey or to require other evidence of technical, production, managerial, financial or similar abilities to perform prior to the award of a contract.
- b. If your response to this solicitation is favorably considered, a survey team may contact your facility to determine your ability to perform. Current financial statements and other pertinent data should be available for Government review at that time or submitted when requested.
- c. Offerors are advised that accomplishment of this survey is a part of the evaluation process and is NOT to be construed as an indication that an offeror will receive the resultant award.

L-21 ALTERNATE PROPOSALS**DRMS****(AUG 1994)**

The Government will consider, to the extent that time constraints allow, proposals which are based upon changes in the terms and or conditions of this solicitation.

The alternate proposal should be clearly marked as such and discussed in the contractor's cover letter submitted with the offeror's proposal.

L-22 FACSIMILE PROPOSALS**DRMS-PHO (JAN 2002)**

- (a) Definition: Facsimile proposal as used in this provision applies only to Final Proposal Revisions submitted under this solicitation.
- (b) Offers may submit facsimile proposals as a response to a request for Final Proposal Revisions if authorized in the request letter.
- (c) The telephone number of receiving facsimile equipment is: ++ 49 611 380 7474.
- (d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document:
 - (1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the Final Proposal Revision;
 - (2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and
 - (3) The resubmission shall be considered as if it was received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to made award solely on the facsimile Final Proposal Revision. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed Final Proposal Revision.”

**PART IV – REPRESENTATIONS AND INSTRUCTIONS
SECTION M**

EVALUATION FACTORS FOR AWARD

M-1 EVALUATION OF OPTIONS

FAR 52.217-5

(JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M-2 EVALUATION FACTORS FOR OCONUS AWARD

DRMS-PHO (APR 2005)

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation, and demonstrates the best value to the Government in terms of past performance, price and any other factors listed.

(b) Offerors may submit a proposal for, and award will be made for:

The entire schedule as shown on pages 4 through 33 of the solicitation.

(c) Awards will be based on whatever is most advantageous to the Government. The evaluation factors are listed in descending order of importance; evaluation factor(s) other than price, when combined, are significantly more important than price:

(d) Evaluation factors are listed in descending order of importance:

(1) Technical Proposal and Past Performance (Most important factors).

(2) Price (Less important than technical and past performance, but still a significant factor).

(e) Evaluation of Technical Proposals.

The evaluation of the information required in Section L-2.2.3 will consider completeness, clarity and degree of compliance with the solicitation. The Government is seeking to determine whether the offeror demonstrates a thorough understanding of the scope and complexity of the work. Technical proposals shall be evaluated for Technical Acceptability and the degree to which the proposal minimizes risk to the US Government and insures uninterrupted service. The following subfactors of the Technical Proposal will be evaluated for risk reduction: (1) Organizational Structure and Personnel; (2) Waste analysis; (3) Waste Management Handling and Removal; (4) Waste Import, Export and Transboundary Movements; (5) Transportation and (6) TSDRF Plan. The highest rated technical proposals will be those that the Government evaluates as offering significant risk reduction for each of these equally weighted subfactors. The offeror's response -- or lack thereof -- will be taken into consideration in the evaluations. Technical

Proposals will be rated as Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory. A rating of at least Satisfactory must be achieved for offerors to be considered for award.

(f) Evaluation of Past Performance:

(1) Past performance on references that are of a similar nature to the subject solicitation (see (6) below) Subfactor: Experience in performing work of a similar nature to the subject solicitation (see (7) below)

(2) The Government will evaluate the quality of the offeror's past performance. The assessment of the offeror's past performance will be used as a means of evaluating the probability of success and performance risk of the offeror. Thus, an offeror with an exceptional record of past performance and experience will have a lower performance risk than an offeror with a less than exceptional record of performance.

(3) In investigating an offeror's past performance, the Government may consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees, other government agencies, including state and local agencies, consumer protection organizations and better business bureaus; former subcontractors; and others who may have useful information. Failure by the offeror to provide evidence of relevant performance on contracts of a similar nature in terms of performance timeframes, complexities of services provided will be considered by the Government to have no relevant past performance. For hazardous waste disposal solicitations offerors having no relevant past performance in terms of waste quantities, variety of pickup locations and waste streams (chemical name/EPA code/hazardous class) in addition to the above items will also be considered by the Government as having no relevant past performance. The Government will evaluate past performance and experience in accordance with submission requirements of DRMS 52.215-9R18 (L-3).

(4) Evaluation of past performance will be a subjective assessment based on a consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of services. This is a matter of judgment. Offerors will be given an opportunity to address especially unfavorable reports of past performance, and the offeror's response, or lack thereof, will be taken into consideration. Offerors lacking relevant past performance will not receive negative or positive consideration in the evaluation of this element as the performance risks are unknown and therefore cannot be assessed.

(5) Past performance will be rated on an adjectival scale. The Government's conclusions about the overall quality of the offeror's past performance and experience will be a factor in determining the relative merits of the offeror's proposal and in selecting the offeror whose proposal is considered the most advantageous to the Government.

(6) By past performance, the Government means **how well** the offeror conformed to specifications and to standards of good workmanship; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and the offeror's business-like concern for the interests of the customer.

(7) By experience, a sub-factor of past performance, the Government means **whether** a contractors firm, principal subcontractor, or key personnel has performed similar work before.

(g) Evaluation of Price: The offeror's price will be used in conjunction with the other factors to determine the proposal which represents the best value to the Government. Price will not be numerically scored, but it will be fully evaluated using price analysis techniques.

**M-3 EVALUATION OF LOCAL
CURRENCY OFFERS**

DRMS-PHO (MAR 2001)

(a) Whenever offers are received in more than one local currency, they shall be evaluated for determination of award by converting all local currencies to U.S. dollars using the official U.S. Government Finance and Accounting Office disbursing rate in effect on the date set for receipt of initial offers.

(b) When ever a "final proposal revision" offer is requested and received, it shall be converted using the official U.S. Government Finance and Accounting Office disbursing rate in effect on the date set for receipt of initial offers.

Attachment 1

| ORDER FOR SUPPLIES OR SERVICES | | | | | | Page 1 of 2 | | | | | | | |
|---|--|---|--|--|--|--|--|---|--|-------------------|--|--------------------------------|--|
| 1 CONTRACT / PURCH ORDER NO SP4420-01-D-XXXX | | 2 DELIVERY ORDER NO. 0020 | | 3 DATE OF ORDER 01 NOV 05 | | 4 REQUISITION / PURCH REQUEST NO. SEE SCHEDULE | | 5 PRIORITY | | | | | |
| 6 ISSUED BY Defense Reutilization & Marketing Service – International, Attn: DRMS-PHO Augusta Str. 6 65189 Wiesbaden, Germany | | | | 7 ADMINISTERED BY (if other than 6) DRMS-PHO 2027 Postfach 65010 Wiesbaden, Germany POC: | | CODE DRMS-TPHB DSN Fax 338-7474 DSN Tel 338- Comm Tel 49-611-380- | | 8 DELIVERY FOB [X] DEST [] OTHER (See Schedule if other) | | | | | |
| 9 CONTRACTOR NAME AND ADDRESS CONTRACTOR NAME & ADDRESS | | | | FACILITY CODE | | 10 DELIVER TO FOB POINT BY (Date) (YYYYMMDD) | | 11. X IF BUSINESS IS [] SMALL [] SMALL DISADVANTAGED [] WOMEN OWNED | | | | | |
| | | | | | | 12. DISCOUNT TERMS NET 30 | | | | | | | |
| | | | | | | 13 MAIL INVOICES TO Address in Block 6. | | | | | | | |
| 14 SHIP TO SEE SCHEDULE | | | | 15 PAYMENT WILL BE MADE BY 26 AFS/RAFP Geb. 2010, Vogelweg 663 Kaub, Germany | | MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER | | | | | | | |
| 16. DELIVERY/ CALL | | This delivery call is issued by another Government agency in accordance with the terms and conditions of above numbered contract | | | | | | | | | | | |
| TYPE OF ORDER PURCHASE | | Refer to the contract for terms and conditions. If the contract is modified, the contract shall govern. If the contract is not modified, the contract shall govern. If the contract is not modified, the contract shall govern. | | | | | | | | | | | |
| | | ACCEPTED BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DELIVERY OF THE SUPPLIES AND SERVICES AS SPECIFIED IN THE ORDER AND SHALL BE RESPONSIBLE FOR THE DELIVERY OF THE SUPPLIES AND SERVICES AS SPECIFIED IN THE ORDER. | | | | | | | | | | | |
| NAME OF CONTRACTOR | | NATURE | | TYPED | | TITLE | | DATE SIGNED | | | | | |
| If this box is marked, supplier must acceptance as return the following in the contract. | | | | | | | | | | | | | |
| 17. ACCOUNTING AND APPROPRIATION DATA / LOCAL USE 02 97X4930 5NR0 0001 P900 25 S33181 20,000.00 | | | | | | | | | | | | | |
| 18 ITEM NO | | 19 SCHEDULE OF SUPPLIES / SERVICE | | | | 20. QUANTITY ORDERED / ACCEPTED* | | 21. UNIT | | 22. UNIT PRICE | | 23 AMOUNT | |
| 0001 | | DOCUMENT NOUN DTID ACC 61736051 POL Contaminated Solids N6303261368807 01 E3907 POL Contaminated Solids; UN3175 CLASS 4.1, LOCATION; NATO SUPPORT FACILITY, , 100 KG X X.XX EURO = XX.XX EURO POC: Mr. Smith, DSN: xxx-xxxx, 3 of 7 documents, POP=14 DAYS PICKUP ADDR <W81X4N> DRMO EPA WASTE CODE UD QTY PICKED UP UO UNIT OF ISSUE PICK UP MANIFEST LINE CODE PICKUP DATE | | | | XXX | | KG | | \$.XX | | \$XX.XX | |
| * If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle | | 24. UNITED STATES OF AMERICA KELLIE BIRCH BY | | | | | | 25. TOTAL XX,XXX.XX | | 29 | | DIFFERENCES | |
| 26. QUANTITY IN COLUMN 20 HAS BEEN [] INSPECTED [] RECEIVED [] ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED | | | | | | 27 SHIP NO | | 28 D O VOUCHER NO. | | 30 INITIALS | | 33 AMOUNT VERIFIED CORRECT FOR | |
| SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT. | | | | | | 31 PAYMENT [] COMPLETE [] PARTIAL [] FINAL | | 32 PAID BY | | 34 CHECK NUMBER | | 35 BILL OF LADING NO. | |
| SIGNATURE AND TITLE OF CERTIFYING OFFICER | | | | | | 40 TOTAL CONTAINERS | | 41 S/R ACCOUNT NUMBER | | 42 S/R VOUCHER NO | | | |
| 37 RECEIVED AT | | 38 RECEIVED BY | | 39 DATE RECEIVED (YYYYMMDD) | | 40 TOTAL CONTAINERS | | 41 S/R ACCOUNT NUMBER | | 42 S/R VOUCHER NO | | | |

| | | |
|-----------------------|---|---------------|
| continuation of sheet | REFERENCE NO. DOCUMENT BEING CONTINUED SP4420-0X-D-00XX - 0004 | page of pages |
| | | 2 2 |

NAME OF OFFICER OR CONTRACTOR

| ITEM NO. | SUPPLIES/SERVICE | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|------------------|------|------------|-----------|
| CLIN | DOCUMENT NOUN | NSN/MFG-PART-NUM | ACC | | |
| 0002 | 30823660 NON REGULATED FB448630830002 01 E39710 NON REGULATED FIBERGLASS/INSULATION/ASPHALT, CONSISTING OF 33 BIG BAG PICKUP ADDR <FB4486> EPA WASTE CODE _____ UD QTY PICKED UP _____ UO UNIT OF ISSUE _____ PICK UP MANIFEST _____ LINE CODE _____ PICKUP DATE _____ PROMPT PAYMENT (FEB 2002) FAR 52.232-25 AUTH TRANSPORTER NAME _____ AUTH TRANSPORTER EPA # _____ AUTH TSDF NAME _____ AUTH TSDF EPA # _____ TRANSPORTER SIGNATURE _____ CONTRACTOR SIGNATURE _____ AUTH COR SIGNATURE _____ | 13398 | KG | EUR XX.XX | EUR XX.XX |

SAMPLE

DD FORM 1348-1A

The following information is the minimum requirement for processing of turn-ins and must be legible (preferably typewritten). Also, ensure all copies are clear:

1. **NATIONAL STOCK NUMBER:** Block 25, NSN assigned to the item. If the item(s) are not assigned an NSN; assign the correct Federal Supply Classification (FSC), followed by a two-digit NATO code and noun name of the item, not to exceed seven alpha or numeric characters (i.e., 8405-00-COAT).
2. **UNIT OF ISSUE:** cc 23-24 (i.e., ea, se, lb, cn, bx, etc.)
3. **QUANTITY:** cc 25-29. 5 digits (i.e., 00001)
4. **DOCUMENT NUMBER:** Block 24. Consisting of your DoD Activity Address Code (DoDAAC), Julian Date and Serial Number (i.e., FB5612-6238-0001 or WK4GGD-6238-0001)
5. **DISPOSAL AUTHORITY CODE:** cc 64 (M, N or R)
6. **DEMILITARIZATION CODE:** cc 65
7. **SUPPLY CONDITION CODE:** cc 71
8. **UNIT PRICE:** cc 74-80 (seven digit i.e., 000100.00). NOTE: If unit price is not known, use an estimated acquisition cost.
9. **SHIPPED FROM:** Block 2. *Your* activity, DoDAAC (i.e., FB5612, WK4GGD, etc.)
10. **SHIPPED TO:** Block 3. SG4070
11. **MARK FOR:** Block 27. If hazardous or dangerous material put HM/HW, if not, leave blank.
12. **PROJECT:** Block 27. Category of property (i.e., Lost, Abandoned, Non-Appropriated Funded Property, etc.)
13. **TOTAL PRICE:** Block 1. Unit price multiplied by quantity.
14. **ITEM NOMENCLATURE:** Block 17. (i.e., name of the item(s)—EXAMPLE: Typewriter).
15. **SELECTED BY AND DATE:** Block 22. An authorized signature, with signature block, i.e., PBO, SSA, BSB. Or Commander.
16. **PACKED BY AND DATE:** Block 23. Point of contact—with a good phone number.
17. **REMARKS:** Block 27. Used for statements or certifications that may be required.

MANIFEST TRACKING LOG

I CERTIFY THAT THIS CONTRACT PERFORMANCE SUPPORTING DATA IS ACCURATE, COMPLETE AND MEETS ALL REQUIREMENTS SET FORTH IN THE CONTRACT.

NAME (Print)

| |
|-----------|
| SIGNATURE |
|-----------|

DATE PREPARED

| |
|-----------------|
| CONTRACT NUMBER |
|-----------------|

SP4420-

D.O.

[illegible]

INSTRUCTIONS

| | | | |
|----------------------|---|---|---|
| Column 1. | No. | - | Delivery Order Line number for the item being disposed. (Four digits – 0001) |
| Column 2. | Doc. No. | - | BOSS document number as it appears on DD Form 1155. (Eight digits – 12367811) |
| Column 3. | Generator No. | - | GEG Number of the generator of the item (where item originated) - e.g. 1 st two letters country code, third letter G for generator, then number (GEG for Germany) |
| Columns 4, 5, and 6. | Pickup Manifest No.(s) Waste Key(s) Disposal Method | - | List all pickup Manifests (Last five digits), waste keys (e.g. EWC for Europe), and disposal methods applicable to the Doc. No. Use additional lines as necessary. |
| Column 7. | Disposal Facility No. | - | TSDF ID number of the treatment, storage, and disposal facility where final disposal of the item occurred. Use additional lines as necessary. (Twelve digits) |
| Column 8. | Unit | - | Unit of measure (e.g., KG, EA, JB) |
| Column 9. | Quantity Picked Up | - | Actual quantity picked up |
| Column 10. | Transporter No. | - | TNSP number of contractor who transported item. Use additional lines as necessary. (Twelve digits) |
| Column 11. | Quantity Disposed | - | Actual quantity of item disposed |
| Column 12. | TSDF Accept Date | - | Date accepted at Treatment Storage Disposal Facility (TSDF) (mm/dd/yy) |

FACILITY PROFILE SHEET

| | | |
|----|-----------------------------|--|
| 1. | Facility Name: | |
| 2. | Facility Address: | <div style="border-bottom: 1px solid black; height: 1.2em;"></div> <div style="border-bottom: 1px solid black; height: 1.2em;"></div> <div style="border-bottom: 1px solid black; height: 1.2em;"></div> |
| 3. | Facility Telephone Number: | <div style="border-bottom: 1px solid black; width: 60%;"></div> FAX: <div style="border-bottom: 1px solid black; width: 40%;"></div> |
| 4. | Facility Representative(s): | <div style="border-bottom: 1px solid black; width: 95%;"></div> |
| | Telephone Number : | <div style="border-bottom: 1px solid black; width: 60%;"></div> EMAIL: <div style="border-bottom: 1px solid black; width: 40%;"></div> |
| 5. | Principal Owner(s): | <div style="border-bottom: 1px solid black; width: 95%;"></div> |

6. Is this a PRIMARY or ALTERNATE Facility? _____ 7. Facility (**Permanent**) Permit Number _____

8. For all of the permits, authorizations, and licenses that authorize the facility to store, treat, recycle, or dispose hazardous waste the following information is required: The permitting authority's name and address; the permit number, the permit expiration date; wastes authorized by the permit using the European Waste Codes (EWCs) and a description of the treatment processes authorized.

| Permitting Authority | Disposal/Treatment Permit Number | Expiration | EWC and Treatment Process Description |
|----------------------|-------------------------------------|------------|---------------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |

9. For each waste that will be processed through the facility identify the waste stream, by CLIN, and the treatment process that will be used with the European Council Directive 91/156/EEC Annex II Codes.

| Processed Waste (CLIN) | 91 / 156 / EEC Annex II Code |
|------------------------|------------------------------|
| | |
| | |
| | |

If additional space for CLIN information is required, use same format on additional pages.

TRANSPORTER PROFILE SHEET

| | |
|----|---|
| 1. | Transporter Name: _____ |
| 2. | Address: _____ _____ _____ |
| 3. | Telephone Number: _____ FAX: _____ |
| 4. | Company Representative(s): _____ Telephone Number : _____ EMAIL: _____ |
| 5. | Principal Owner(s): _____ |

6. Will this be used as a PRIMARY or ALTERNATE Transporter ? _____

7. For all of the permits, authorizations, and licenses that authorize the transportation of hazardous waste the following information is required: the permitting authority's name and address; the permit number, the permit expiration date; countries where transportation is authorized and wastes authorized by the permit using the European Waste Codes (EWCs).

| Permitting Authority | Permit Number | Expiration | Countries | EWCs |
|----------------------|---------------|------------|-----------|------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

8. Identify the waste, by CLIN, for each waste that will be transported.

Transported Waste (CLIN)

| | | |
|--|--|--|
| | | |
| | | |
| | | |

HAZARDOUS WASTE PROFILE SHEET**PART I (Generator Information)**

1. Waste Profile Number (Assigned by DRMO): _____

2. Generator Name: _____

3. Technical Point of Contact: _____

3. Title: _____

Phone: _____

Fax: _____

4. Facility Address: (Include complete address and DoDAAC)

_____**PART II (Chemical Information)**

5. Name of Waste: _____

6. European Union Waste Code(s): _____

7. Process Generating Waste: _____

8. Projected Annual Quantity (in Kilograms): _____

9. Is this waste restricted from land disposal according to European Union Regulations? Yes No

10. Physical/Chemical Properties:

Layering: ' Multi-layered ' Bi-layered ' Single Phased
Flash Point: Water Solubility: % pH: Boiling Point:

11. Material Characterization: Color: _____ 12. Density: _____

13. Physical State: Solid Liquid Gas Semi-Solid Dust

14. Material Composition: (Totals/ranges must equal 100%)

| Component | Concentration | Range |
|-----------|---------------|-------|
| | | |
| | | |
| | | |
| | | |

15. Hazardous Material regulated for ADR shipment? Yes No

16. Proper Shipping Name: _____

17. Hazard Class / ADR Classification: _____

18. UN Number: _____

19. Packing Method:

Drum (Specify Size) _____

Original Container

Bulk Other: _____

20. Special Health & Handling Information:

21. Basis of Information / Generator Certification:

Chemical Analysis (Attach test results)

User Knowledge (Attach supporting documents -- User knowledge is appropriate when it can be documented (e.g. in & out logs, published info., MSDS, process production info., etc.).

I, _____ (print name), HEREBY CERTIFY THAT ALL INFORMATION SUBMITTED IN THIS AND ALL ATTACHED DOCUMENTS ARE, TO THE BEST OF MY KNOWLEDGE, AN ACCURATE REPRESENTATION OF THE WASTE TURNED INTO THE DRMO. ALL KNOWN OR SUSPECTED HAZARDS HAVE BEEN DISCLOSED.

Signature of Generator's Representative_____
Date

PART III (WASTE CHARACTERISTICS)

22. TOXIC AND DANGEROUS WASTES

| | | | |
|------------|---|---|---|
| Explosive | Extremely Flammable (FlashPoint <0°C AND Boiling Point ≤35°C) | Easily Flammable (FlashPoint < 21°C) | Flammable (FlashPoint ≥ 21° C and ≤ 55° |
| Carcinogen | Corrosive | Ecotoxic | Infectious |
| Irritant | Mutagenic | Noxious | Teratogenic |
| Toxic | Oxidizer | Water/Air Reactive | Other: |

23. HAZARDOUS CONSTITUENTS

Indicate the concentration of the constituents, as applicable, in mg/l or mg/kg.

| | | | |
|--|---|--|---|
| Acedic Solutions/Solids | Antimony | Aromatic Compounds | Arsenic Concentration: |
| Asbestos | Basic Solutions/Solids | Beryllium Concentration: | Cadmium Concentration: |
| Chlorates | Chromium Compounds (Hexavalent): Concentration: | Copper Compounds (Soluble): Concentration: | Cyanides (Inorganic) Concentration: |
| Cyanides (Organics) Concentration: | Halogenated Solvents Specify Halogen and Concentration: | Isocyanates | Lead Concentration: |
| Mercury Concentration: | Metallic Carbonyles | Nitrites Concentration: | PCBs/PCTs Concentration: |
| Perchlorates | Peroxides | Pharmaceutical or Veterinary Compounds | Phenols |
| Plague Killers and other Biocides | Polychlorated Dibenzofuran Compounds | Polychlorated Dibenzo-para-dioxins | Selenium: Concentration: |
| Tellurium: Concentration: | Thallium Concentration: | Tar base products from refining/distillation ops | Organo-halogenated Compounds Concentration: |
| Used Synthetic or Mineral Oils, Including Water- Oil Mixtures and Emulsions | | Non-identifiable or new lab chemicals whose effects on the environment are unknown: Explain: | |

24. SUGGESTED CONTRACT LINE ITEM NUMBER (CLIN) FOR DISPOSAL:

NOTE: Explosive and infectious wastes cannot be received by the DRMO.

PART III (WASTE CHARACTERISTICS)

22. TOXIC AND DANGEROUS WASTES

| | | | |
|------------|---|---|---|
| Explosive | Extremely Flammable (FlashPoint <0°C AND Boiling Point ≤35°C) | Easily Flammable (FlashPoint < 21°C) | Flammable (FlashPoint ≥ 21° C and ≤ 55° |
| Carcinogen | Corrosive | Ecotoxic | Infectious |
| Irritant | Mutagenic | Noxious | Teratogenic |
| Toxic | Oxidizer | Water/Air Reactive | Other: |

23. HAZARDOUS CONSTITUENTS

Indicate the concentration of the constituents, as applicable, in mg/l or mg/kg.

| | | | |
|--|---|--|---|
| Acedic Solutions/Solids | Antimony | Aromatic Compounds | Arsenic Concentration: |
| Asbestos | Basic Solutions/Solids | Beryllium Concentration: | Cadmium Concentration: |
| Chlorates | Chromium Compounds (Hexavalent): Concentration: | Copper Compounds (Soluble): Concentration: | Cyanides (Inorganic) Concentration: |
| Cyanides (Organics) Concentration: | Halogenated Solvents Specify Halogen and Concentration: | Isocyanates | Lead Concentration: |
| Mercury Concentration: | Metallic Carbonyles | Nitrites Concentration: | PCBs/PCTs Concentration: |
| Perchlorates | Peroxides | Pharmaceutical or Veterinary Compounds | Phenols |
| Plague Killers and other Biocides | Polychlorated Dibenzofuran Compounds | Polychlorated Dibenzo-para-dioxins | Selenium: Concentration: |
| Tellurium: Concentration: | Thallium Concentration: | Tar base products from refining/distillation ops | Organo-halogenated Compounds Concentration: |
| Used Synthetic or Mineral Oils, Including Water- Oil Mixtures and Emulsions | | Non-identifiable or new lab chemicals whose effects on the environment are unknown: Explain: | |

24. SUGGESTED CONTRACT LINE ITEM NUMBER (CLIN) FOR DISPOSAL:

NOTE: Explosive and infectious wastes cannot be received by the DRMO.

HAZARDOUS WASTE REMOVAL AND DISPOSAL PAST PERFORMANCE HISTORY

OFFEROR: _____
SOLICITATION: _____
DATE: _____
ATTACHMENT: _____
PAGE _____ OF _____

| PROJECT NAME/LOCATION/POINT OF CONTACT (Include Address, Fax, E-mail & Telephone Numbers) | WASTE STREAMS SERVICED | SUPPLEMENTAL SUPPORT SERVICES PROVIDED | COST OF WORK | DATE OF COMPLETION |
|--|---------------------------|---|-----------------|-----------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |
| 6 | | | | |

INSTRUCTIONS FOR USE

WASTE STREAMS SERVICES:

For each project, list waste stream(s) serviced and corresponding weight/volume removed. List specific commodity (i.e., nitric acid, calcium hydroxide, ethyl alcohol, sodium chloride, mercury, etc.,)

SUPPLEMENTAL SUPPORT SERVICES PROVIDED:

For each project, list related support services provided (i.e., lab packing, analysis and testing, roll-offs, absorbent booms, expedited removals, etc.).

ATTACHMENT 7

RESERVED

ATTACHMENT 9

RESERVED

Date Start:/...../.....

Date Full:/...../.....

Organization

Name:

HAZARDOUS WASTE

Clin E0501: Lithium Batteries Batteries Lithium – Lithium batterijen

UN n° NHC

FWC 16.06.05

| R 10 | flammable | inflammable | Ontvlambaar |
|------|---|--|---|
| R5 | Risc of explosion | Risque d'explosion | explosiegevaar |
| S 16 | Keep away from sources of ignition - No smoking | Conserver à l'écart de toute flamme ou source d'étincelles. - Ne pas fumer. | Verwijderd houden van ontstekingsbronnen – Niet roken |
| S 15 | Keep away from heat. | Conserver à l'écart de la chaleur | Verwijderd houden van warmte |
| | | | |
| | | | |
| | | | |



3. Flammable - Explosive –
inflammable - explosive -
ontvlambaar explosief

Waste contractor:

Company Name

Address

Zip Code

Country

EMERGENCY NUMBER:

Producer:

US Army, 80 th ASG

Chièvres

tel: 068/27.56.12

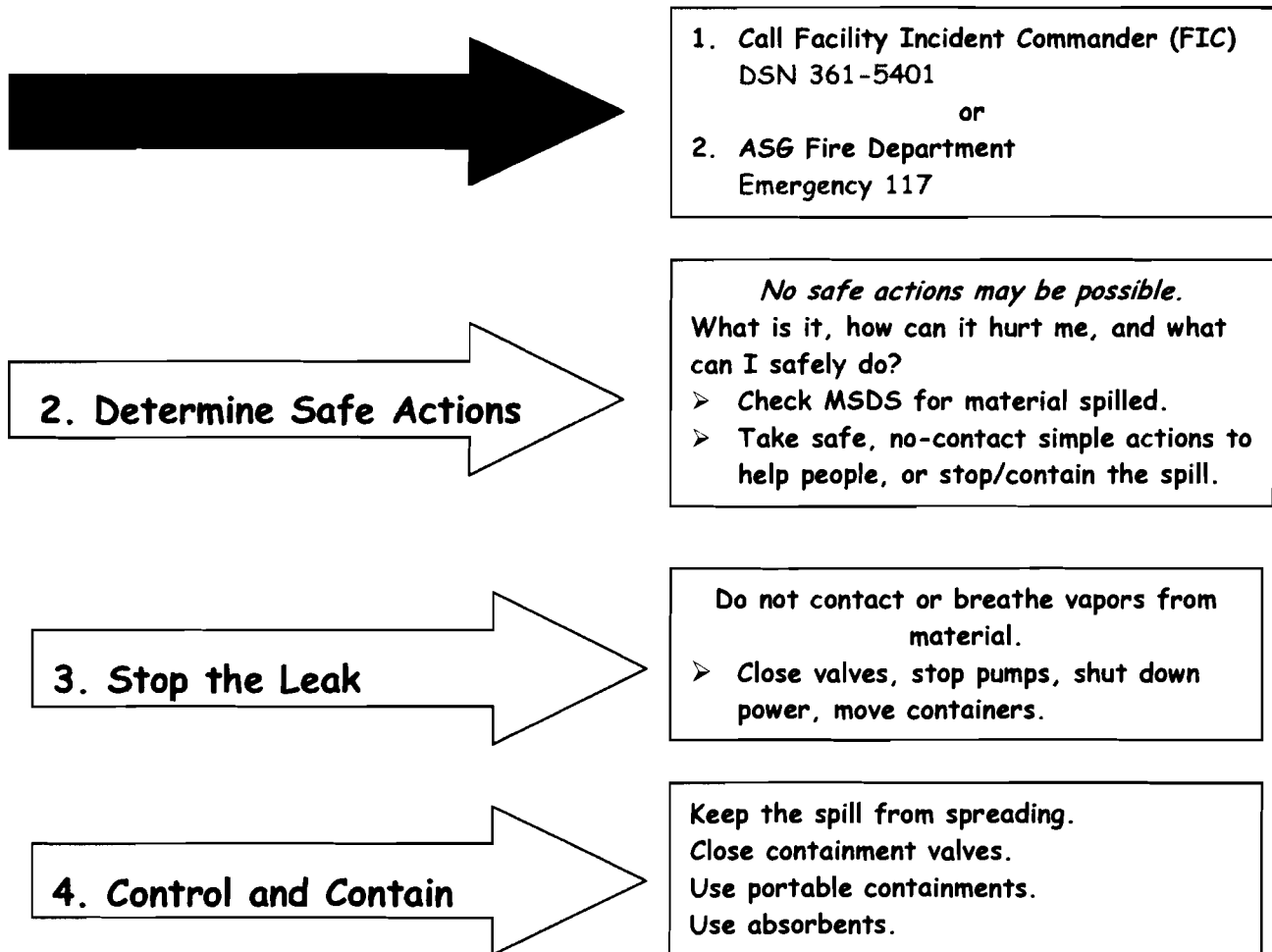
ATTACHMENT 11

FIGURE 1. IMMEDIATE RESPONSE ACTION LIST

IF IT IS A MINOR SPILL, CLEAN IT UP IMMEDIATELY!

A minor spill does not:

- 1) enter or threaten waters,
- 2) exceed a reportable quantity, or
- 3) pose a safety or environmental threat.



ATTACHMENT 11

FIGURE 2. FACILITY RESPONSE TEAM ACTION LIST FOR MAJOR
SPILLS / EMERGENCIES

| | |
|----------------------------------|---|
| | <ul style="list-style-type: none">• Obtain personnel and equipment.• Determine installation/unit information |
| Determine Safe Actions | <ul style="list-style-type: none">• Evaluate material, hazards, evacuation needs.• Determine extent, migration, weather.• Provide personal protective equipment.• Determine safe actions and set up team. |
| Rescue and Evacuate | <ul style="list-style-type: none">• Determine threatened areas and populations.• Determine safe distances, refuge, & evacuation routes.• Activate evacuation personnel and provide for medical treatment needs. |
| Protect Humans and Animals | <ul style="list-style-type: none">• Suppress airborne hazards: vapors, gas, and dust.• Notify affected workers, residents.• Control access to the spill site and threatened areas. |
| Prevent/Control Fire, Explosions | <ul style="list-style-type: none">• Assess existing/potential fires or explosion hazards.• Exercise caution with POLs and flammables.• Control ignition sources and fuels.• Properly handle fire water runoff. |
| Protect Environmental Resources | <ul style="list-style-type: none">• Protect drinking water resources...• Wastewater Treatment Plants.• Critical or sensitive ecological areas. |
| Prevent Material Spread | <ul style="list-style-type: none">• Stop or slow the release.• Set up containments, diversions, and surface impoundments. Keep spill from reaching sewers• Transfer materials to safe storage. |
| | <ul style="list-style-type: none">• Recover human and animal victims.• Recover property and equipment in immediate danger.• Prevent property and equipment damage.• Dispose of spilled materials. |



HV pection Log

Location: _____

Date / Time of Inspection: _____

Signature of Inspector: _____

| Safety and Emergency Equipment | SAT | UN-SAT | N/A | Problem Observed | Date & Nature of Corrective Action | Frequency |
|--------------------------------|-----|--------|-----|------------------|------------------------------------|-----------|
| Faceshield / Goggles | | | | | | Weekly |
| Protective Clothing | | | | | | Weekly |
| Absorbents / Spill Equipment | | | | | | Weekly |
| Telephone System | | | | | | Weekly |
| Eyewash / Shower | | | | | | Weekly |
| Fire Extinguishers | | | | | | Weekly |
| Brooms | | | | | | Weekly |
| | | | | | | |
| Containers | | | | | | |
| Labels | | | | | | Weekly |
| Spills, Leaks, Vapors | | | | | | Weekly |
| Containers Secured - Covered | | | | | | Weekly |
| Compatible Storage | | | | | | Weekly |
| Missing Containers | | | | | | Weekly |
| Unauthorized Containers | | | | | | Weekly |
| | | | | | | |
| Security | | | | | | |
| Warning Signs Posted | | | | | | Weekly |
| Safety Signs Posted | | | | | | Weekly |
| Building Locks, Fence, Gates | | | | | | Weekly |
| Emergency POC Signs Posted | | | | | | Weekly |

ATTACHMENT #14

PAST PERFORMANCE SURVEY

Your Name/Title:

Dein Name/Titel: _____

Your Company Name:

Dein Firma Name: _____

Tel: Telefonnummer _____**Date/Datum:** _____

Please complete the following questionnaire by circling the applicable answer or filling in the block.
 Führen Sie bitte den folgenden Fragebogen durch, indem Sie die anwendbare Antwort einkreisen oder den Block ausfüllen.

Questionnaire Regarding Past Performance of

Der Fragebogen bezieht sich auf die Leistungen der Firma _____

1. Identify the primary type of work that the referenced company provided for your firm. Please circle only one.

Kennzeichnen Sie die Primärart der Arbeit, die die oben bezogene Firma für Ihr Unternehmen voraussetzte.
 Kreisen Sie bitte nur eine Antwort ein.

Work Site Management

Arbeit Aufstellungsort-Management

Transportation / Logistics

Transport / Logistik

Waste Recycling

überschüssige Wiederverwertung

Administrative Support / Reports and Forms

Unterstützung/Reports und Formen

Waste Disposal

Abfallbeseitigung

Other

Andere _____

2. Briefly describe any services provided.

Beschreiben Sie ausgeführte Dienstleistung.

3. Identify the types and volumes of material disposed of.

Kennzeichnen Sie die Arten und Menge der beseitigten Materialien.

4. Identify the types and volumes of material recycled.

Kennzeichnen Sie die Arten und Menge der wiederverwerteten Materialien.

ATTACHMENT #14 PAST PERFORMANCE SURVEY

4. Were there performance deficiencies? YES NO If yes, please describe the deficiencies below. Were the deficiencies corrected to your satisfaction? YES NO
 Waren die ausgeführten Arbeiten mangelhaft? **JA NEIN** Wenn ja, beschreiben Sie bitte die Mängel unten. Wurden die Mängel zu Ihrer Zufriedenheit behoben? **JA NEIN.**

5. Was the contractor the prime or subcontractor for your project? Prime Subcontractor
 War die Firma der Vertragsfirma oder Subunternehmer für Ihr Projekt? **Vertragsfirma Subunternehmer**

.....
 Please answer the following questions regarding the performance of _____ by circling the appropriate number with 5 being the highest rating or **5 being EXCEPTIONAL, 4 being VERY GOOD, 3 being SATISFACTORY, 2 being MARGINAL, and 1 being the lowest rating or UNSATISFACTORY:**

Beantworten Sie bitte die folgenden Fragen betreffend der Leistung von _____, indem Sie die passende Zahl mit **5 als die höchste Bewertung oder das 5 für AUSSERGEWÖHNLICH einkreisen, 4 für SEHR GUT, 3 für ZUFRIEDENSTELLEND, 2 für BEGRENZT und 1 für die niedrigste Bewertung oder UNBEFRIEDIGEND:**

6. How well did the contractor demonstrate his ability to comply with the basic requirements of your contract?

Wie gut zeigte die Vertragsfirma ihre Fähigkeit, den Forderungen Ihres Vertrages nachzukommen?

5 4 3 2 1

7. Did the contractor submit timely quality/error free documents? 5 4 3 2 1
 Reichte die Vertragsfirma fristgerechte quality/error frei Dokumente ein?

8. Did the contractor successfully demonstrate his ability to manage subcontractors?
 Zeigte die Fremdfirma erfolgreich seine Fähigkeit, das Subunternehmen zu leiten?

5 4 3 2 1

9. Did the contractor always perform in a timely manner? 5 4 3 2 1
 Führte die Vertragsfirmen immer fristgerecht die Arbeit durch?

10. Did the contractor provide sufficient personnel to perform the work? 5 4 3 2 1
 Stellte die Vertragsfirma genügendes Personal, um die Arbeit durchzuführen?

ATTACHMENT #14
PAST PERFORMANCE SURVEY

11. Did the contractor have the right equipment to perform the work? 5 4 3 2 1
 Hatte die Vertragsfirma die richtige Ausrüstung, um die Arbeit durchzuführen?

12. Did the contractor exhibit cooperative behavior? 5 4 3 2 1
 War das Verhalten der Vertragsfirma kooperativ?

13. Was the contractor committed to customer satisfaction? 5 4 3 2 1
 Zeigte die Vertragsfirma den Kunden gegenüber Verbundenheit?

14. Did the work performed by the company show concern and protection of worker safety and occupational health? YES NO
 Zeigte die Firma Interesse an Arbeitsschutz und Berufsgesundheit während den geleisteten Arbeiten? **YA**
NEIN

15. In general, was your firm satisfied with the work performed? YES NO
 War Ihre Firma im allgemeinen mit der Arbeit zufrieden? **YA** **NEIN**

If no, please describe why.

Wenn nicht, beschreiben Sie bitte warum.

16. Would your firm want this company to perform work for them again? YES NO
 Würde Sie diese Firma wieder beauftragen? **YA** **NEIN**

If your firm would not work with them again, please describe why.

Wenn Sie nicht nochmal mit dieser Firma zusammen arbeiten möchten, nennen Sie bitte die Gründe.

ATTACHMENT 9

NOTE:

In Bosnia, a possibility exists that roads leading to the storage area will have the following limitations:

Weight Carrying Limitations of Five (5) Tons and Vehicle Length Limitations of Thirty (30 Ft) Feet due to Curve Radii.